

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-695

Agenda No. 10.A

Approved: SEP 13 2017

TITLE:



RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY 2017 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-87.

COUNCIL
adoption of the following resolution:

offered and moved

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the municipal budget when such item has been made available after the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount,

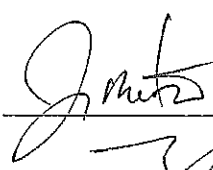
NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the City requests the Director of the Division of Local Government Services to approve the insertion of the following items of revenue in the CY 2017 Municipal Budget:

Grant Name	From	To
YMCA State Alliance Healthy NJ Contest	\$0	\$500

BE IT FURTHER RESOLVED that a like sum be approved to be appropriated in same budget:

Grant Name	From	To
YMCA State Alliance Healthy NJ Contest	\$0	\$500

BE IT FURTHER RESOLVED that notification of these budget changes will be made by the Chief Financial Officer to the Director of the Division of Local Government Services through the electronic submission process.

APPROVED: 

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

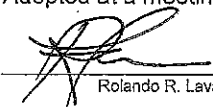
APPROVED 9-0

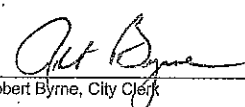
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE INSERTION OF SPECIAL
ITEMS OF REVENUES AND APPROPRIATIONS IN THE CY
2017 MUNICIPAL BUDGET, PURSUANT TO N.J.S.A. 40A:4-
87.

Initiator

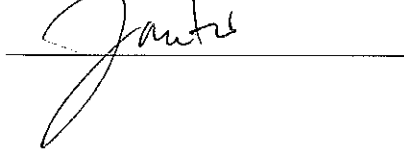
Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	201-547-4964	Jmetro@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the municipal budget when such item has been made available after the adoption of the budget

I certify that all the facts presented herein are accurate.



August 29, 2017

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-696

Agenda No. 10.B

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT FUNDS FROM THE STATE OF NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF FAMILY HEALTH SERVICES FOR ADMINISTERING THE CHILDHOOD LEAD POISONING PREVENTION (CLPP) PROGRAM

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City is desirous of accepting and executing a grant award which addresses the health and needs of lead burdened children; and

WHEREAS, the State of New Jersey Department of Health and Senior Services, Division of Family Health Services is responsible for administering the Office of Childhood Lead Poisoning Prevention (CLPP) Program; and

WHEREAS, this grant is for the period of July 1, 2017 thru June 30, 2018 in the amount of \$195,000, which will be allocated under CY 2017 budget; and

WHEREAS, this grant agreement may be renewed and/or extended on a yearly basis, contingent on funding from the State of New Jersey.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

City Clerk File No. Res. 17-696Agenda No. 10.B

TITLE:

RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT FUNDS FROM THE STATE OF NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF FAMILY HEALTH SERVICES FOR ADMINISTERING THE CHILDHOOD LEAD POISONING PREVENTION (CLPP) PROGRAM

1. The Mayor and/or Business Administrator is authorized to accept the grant award for the City of Jersey City Childhood Lead Poisoning Prevention Program Grant for 2017/2018 in the amount of \$195,000.
2. The Mayor and/or Business Administrator acknowledge the terms and conditions for administering the CLPP Program Grant, attached hereto, including the administrative compliance and audit.
3. The Mayor and/or Business Administrator are hereby authorized to enter into a contract with the State of New Jersey Department of Health and Senior Services, Division of Family Health Services for the provision of childhood lead poisoning prevention and case management.

APPROVED: 

APPROVED AS TO LEGAL FORM

BP
9/1/17

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF HEALTH AND HUMAN SERVICES TO ACCEPT FUNDS FROM THE STATE OF NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF FAMILY HEALTH SERVICES FOR ADMINISTERING THE CHILDHOOD LEAD POISONING PREVENTION (CLPP) PROGRAM

Initiator

Department/Division	Health and Human Services	Healthy Homes
Name/Title	Stacey Flanagan	Director
Phone/email	201-547-6800	sflanagan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Jersey City Health and Human Services wishes to accept a grant, which addresses the health and needs of lead burdened children.

Cost (identify all sources and amounts)

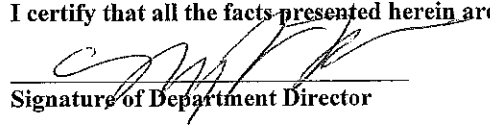
total contract amount of \$195,000;

Contract term (include all proposed renewals)

July 1, 2017 – June 30, 2018

Type of award**If "Other Exception, enter type****Additional Information**

I certify that all the facts presented herein are accurate.


Signature of Department Director

Date

DHSS Organization Information Review Page

Name of CEO
Title of CEO
CEO Telephone
CEO Email
Address 1
Address 2
City State Zip

Name of CFO Donna Mauer
Title of CFO CFO
Principal Agency Telephone 201-547-5990
Principal Agency E-mail Donnam@jcnj.org
Address 1 280 Grove St
Address 2
City Jersey City State New Jersey Zip 07302

Name of Principal Program Contact Charles Mays Jr
Title of Principal Program Contact Bureau Chief
Principal Program Telephone 201-547-5267
Principal Program E-mail CMaysJr@jcnj.org
Address 1 199 Summit Ave
Address 2 C-3
City Jersey City State New Jersey Zip 07304

Name of Principal Fiscal Contact La Vivanan Webb
Title of Principal Fiscal Contact Fiscal Analyst
Principal Fiscal Telephone 201-547-6823
Principal Fiscal E-mail VivianW@jcnj.org
Address 1 199 Summit Ave
Address 2 E-3
City Jersey city State New Jersey Zip 07304

Agency Fiscal Year End (mm/dd) 12/31

Does the Agency Meet the following Licensure Requirements?
Facility N/A
Services Yes
Personnel Yes

Is a copy of the license attached? No

Agency Accounting System Accrual Basis

Affirmative Action Plan Yes

Selected Type of Agency:

☒ By checking this box, you certify that the information listed above is accurate to the best of your knowledge.



Jersey City

DFHS18CHD018

Application Summary

Will any member of the Board of Directors/Trustees receive any direct or indirect personal or monetary gain from the funding of this grant? ☐ Yes ☒ No

Name of Member(s) (separate with commas):

Does any member of the Board of Directors/Trustees serve on any board, council commission, committee or Task Force which has regulatory or advising influence on the funding program? ☐ Yes ☒ No

Name of Board, Council, etc.

Select Preferred Payment Plan Cost-Reimbursement Attachment:

Name of Grantee: Jersey City

Organization Address

Jersey City

280 Grove Street

Jersey City, NJ 07302-3610

Phone: (201) 547-5150

Email Address:

Federal Tax Identification Number: 226002013

Vendor Number: 226002013-05

Vendor Unit: CITY OF JERSEY CITY

Vendor Unit Address

Certificate of Need Project ☐ Pending ☒ Not Required

Is political subdivision covered by NJ Civil Service Merit System? ☒ Yes ☒ No

If grant is awarded, will funds be used to replace other funds which would be available in absence of award? ☐ Yes ☒ No

Name of Notice of Funding Availability
(NOFA) Contact Regarding program: Crystal Owensby

Type of Request

☒ New

☐ Renewal of Grant #:

☐ Modification to Grant #:

Budget Period (Month/Day/Year) - This is the period of time for which a grant is to be funded.

From: 7/1/2017 Through: 6/30/2018

Project Period (Month/Day/Year) - This the period of time expected to complete the project.

From: 7/1/2017 Through: 6/30/2018

4/28/2017



Jersey City

DFHS18CHD018

Application Summary

You must agree to the terms and conditions outlined by the New Jersey Department of Health.

A copy of the Terms and Conditions, Cost Controlling Initiatives, and Pilot Program for Enhancement of Employee Whistleblower Protection can be found by clicking here:

Terms and Conditions

Cost Controlling Initiatives

Pilot Program for Enhancement of Employee Whistleblower Protection

☒ By checking the box I certify that I have read the Terms and Conditions for grants, the Cost Controlling Initiatives and the Pilot Program for Enhancement of Employee Whistleblower Protection.

Name

Stacey Flanagan

Title

Director, DHHS



Jersey City
DFHS18CHD018

Project Location

☐ Please check this box if the project is Statewide
OR Select from the following:

County to Filter by:

Municipalities:

Hudson County

Jersey City

4/28/2017



Jersey City

DFHS18CHD018

LOCAL AID & LEGISLATIVE DISTRICTS

Legislative Districts: 31, 33

Local Aid Districts: District 2, Trenton

Congressional Districts:

4/28/2017



Jersey City

DFHS18CHD018

STATEMENT OF LOCAL GOVERNMENTAL PUBLIC HEALTH PARTNERSHIP

NJDOH recommendations: Once the grant application is finalized, select View Full Grant Program Application PDF link on the main application page. Save and email the PDF, as an attachment, to the appropriate Governmental Public Health Partnership Chairperson. Request that the GPHP Chairperson indicate whether they are in support of the application and will work to integrate the health service with others in the community, and why they have this position.

To view more information about your Governmental Public Health Partnership Chairperson please click [here](#).

To view more information about your Local Health Officer please click [here](#).

☐ N/A

☒ As the Authorized Official, I have sent a PDF copy of the proposed grand application to the appropriate Local Governmental Public Health Partnership Chairperson.

Date Sent: 4/28/2017

Governmental Public Health Partnership Chairperson:

First Name: Carrie

Last Name: Nawrocki

Address 1: 595 County Ave

Address 2: Building 1

City: Secaucus

ZIP: 07094

Phone Number: 201-223-1133

Email Address: cnawrocki@hudsonregionalhealth.org

☐ The Governmental Public Health Partnership Chairperson is in support of this application and will work to integrate this health service with others in this community, county and/or region. The Chairperson adds the following:

☐ The Governmental Public Health Partnership Chairperson is not in support of this application for the following reasons:

☒ The Governmental Public Health Partnership Chairperson has not yet provided commentary.

☒ By checking this box you certify that the above information is correct to the best of your knowledge.

Name of Official certifying for Agency
Vera Smith

Title
Health Officer

4/28/2017

NEEDS AND OBJECTIVES OF PROJECTS

Assessment of Need(s) - List the need(s) which illustrate the reason for the project.

Assessment of Need(s) - List the need(s) which illustrate the reason for the project. The City of Jersey City remains active in providing services to children and families being affected by lead hazards. The primary source of lead poisoning in Jersey City is lead unsafe housing as Jersey City is very densely populated and contains old housing stock that is pre 1950. The majority of children affected are from minority populations and on the lower scales of the socioeconomic ladder. Many lack poor family support systems and insufficient skills to cope with lead burden children. The diverse immigrant population continues to expand and bring with them many challenges such as language barriers and cultural and religious beliefs that impose in the care and possibly result in elevated blood lead levels. Additionally, there are numerous sources of lead identified on a regular basis being used by the migrating population such as seasonings, make-up, jewelry and clothing, to name a few, that contain unacceptable levels of lead.

Furthermore, the lack of knowledge and compliance among primary healthcare providers about lead burden children poses more challenges for case management and environmental interventions. Much more education needs to be geared to primary and other health care providers if any headway is going to be made in lowering blood lead levels.

Since lead is everywhere in the environment, lead poisoning will continue to harm our children. It is imperative that Jersey City continues to have a Lead Poisoning Prevention Program, it is only through programs like this, that some control of lead poisoning and lead hazards can be identified and addressed.

1. Increase lead safe housing units. Inadequate lead free-housing - most are older pre-1950 units containing lead paint, poorly maintained and many in deteriorating conditions, very densely populated, large proportion of renters.

Needs and Objectives of Projects

DFHS18CHD018

Comments1 continued

Houses : 108,720 (96,859 occupied: 28,597 owner occupied , 68,262 renter occupied)

% of renters here: 70.5%

State: 34.6%

Population and Housing Density : According to the population census 2010, Jersey City has a population density of 16,736.6 per square mile (6,462.0 /km2). And there are 108,720 housing units at an average density of 7,349.1 per square mile (2,837.5 /km2).

2. Large percentage of Hispanic and black populations accounting for over 50% of the population in the lower socioeconomic status.

Estimated median household income for 2012: \$58,308 (it was \$37, 862 in 2000)

Jersey City : \$58,308

New Jersey: \$71,637

Races in Jersey City :

Races in Jersey City:

- . Black (25.8%)
- . Hispanic (27.6%)
- . White Non ± Hispanic (32.7%)
- . Other Race (12.8%)
- . Filipino (6.5%)
- . Two or more races (4.4%)
- . Asian Indian (10.9%)

Needs and Objectives of Projects

DFHS18CHD018

Comments1 continued

- . Chinese (2.3%)
- . Other Asian (2.1%)
- . American Indian (0.5%)
- . Vietnamese (0.6%)
- . Korean (0.9%)

3. Large diverse growing immigration population from various countries with no health insurance and large barriers.

4. Lack of knowledge among families of poisoned children.

5. Pediatricians unwilling to do lead screening during the office visit, therefore missed opportunities

NEEDS AND OBJECTIVES OF PROJECTS CONTINUED

Objective(s) of Project - List objectives that are specific, measurable, realistic, and attainable to meet the goals of this application.

During SFY17 carry out a Childhood Lead Poisoning Prevention (CLPP) Program, which specifically includes the following components: screening of uninsured or underinsured children, nurse case management services and environmental intervention services with NJAC 8:51A and 8:51.

1. 100% of children enrolled in CLPPP will receive case management service through a systematic process, documented assessment of health, nutrition, safety, growth and development, parent/child interactions and social support.
2. 90-95% children enrolled in CLPPP will be linked with primary care provider, enrolled in WIC and Medicaid, appropriately immunized according to age, evaluated for developmental delays and screened for lead.
3. 95% of elevated capillary blood test results will return within one week for a confirmatory venous blood lead test.
4. 100% of all children enrolled in CLPPP with BLL of $\geq 15\mu\text{g}/\text{dL}$ or two persistent lead levels of $10-14\mu\text{g}/\text{dL}$ within one to three months will receive case management and environmental interventions. All will receive an initial joint visit by nurse case manager and environmental regional health specialist.
5. 90% of all children receiving case management interventions will be current with medical follow-up.
6. 100% of all children enrolled in case management will have a written care plan and will be entered into the Welligent Leadtrax data base.
7. 100% of all children tested with a capillary blood lead test of $\leq 10\text{mcg}/\text{dL}$ will be mailed informational packets of lead hazards/risks and follow-up testing.

Needs and Objectives of Projects

DFHS18CHD018

Comments2 continued

8. Agrees to participate in CDC's Healthy Homes Initiative to identify and address multiple housing deficiencies that affect health and safety in the homes of lead-burdened children identified above.
9. Formalized through interlocal agreements, agrees to accept requests and provide lead case management services for lead-burdened children from any municipality in Hudson County.
10. Agrees to implement DHSS-approved targeted screening plan according to DHSS Targeted Screening Plan Guideline.
11. Agrees to utilize the LeadTrax data system as required by NJDHSS for lead case management, environmental investigations and program evaluation.
12. 100% of all children enrolled in the CLPPP will receive an environmental inspection of the primary and any secondary residence as per the CLPPP protocols

METHOD(S) AND EVALUATION OF PROJECT

Method(s) - List the method(s) to be used to attain objectives described above and estimated completion date.

Perform blood lead screenings for children less than 6 years that present for screening who are uninsured or underinsured in accordance with NJAC 8:51A.

Utilize LeadTrax to identify new cases and to document nurse case management and environmental investigation services for all active cases.

Provide nurse case management services to include, but not limited to:

- visiting the child's residence and other sites where the child spends significant time educating caregiver(s) and ensuring a lead-safe environment for the child,
- assessing a) sources of lead exposure including non-paint sources and other sources as related to cultural practices, b) nutritional status, c) need for additional health and social services, d) caregiver(s) understanding of lead poisoning prevention and remediation of lead hazards,
- developing, implementing and evaluating a plan of care,
- communicating and collaborating with the child's health insurance carrier and health care providers as needed and/or indicated,
- arranging for blood lead screening of siblings and other children between 6 months and 6 years and pregnant women living in the same household.

Provide environmental intervention services to include, but not limited to:

- conducting environmental investigations,
- providing health care providers with a copy of inspection reports and remediation plan for children's residences,
- citing property owners, as applicable, under NJAC 8:51 and/or NJSA 24:14A,
- referring building code violations to the local office of code enforcement for follow-up,
- ensuring related equipment is maintained according to manufacturer's guidelines and federal requirements (e.g. XRF analyzer) and other supplies and equipment are readily available (e.g. dust wipes, soil sampling and tubes).

Method(s) and Evaluation of Project

DFHS18CHD018

Comments1 continued

Send CLPP staff, as applicable, to technical assistance, training opportunities administrative meetings, lead and healthy homes coalition meetings, either sponsored by NJ DOH and/or approved by NJDOH, to ensure knowledge and skills represent best practices in CLPP and grants management.

Implement a system for maintaining confidentiality of all records to safeguard the child and in compliance with NJ statutes and Federal regulations pertaining to health data and patient identification.

Ensuring minimum staffing requirements as listed in the SFY17 Attachment C.

1. All assessments (case management and environmental) will be done during the initial home visit and periodically as needed and as changes evolve and documented in the medical record and on Welligent leadtrax within 72hrs (business hours) of the completion of the assessment. The nurse case manager will assist the environmental regional health specialist with the lead hazard risk assessment during the initial joint visit. A full head to toe physical assessment will be performed by the case manager during the initial home visit. All appropriate form for the assessment of the child and home will be used as per agency and CLPPP requirements.

2. Identify primary care provider and document name, address and telephone number. If no healthcare provider is available refer to an appropriate source for temporary medical home, such as Department of Health Immunization Clinic Doctor for children 5 years of age and younger or to any of the surrounding Federally Qualified Health Centers. Assist family with filling out ACA Affordable Care Act or New Jersey Family Care paper work if eligible. Refer to WIC Programs if eligible and assist with referral process. Review immunization records and refer to Department of Health if no health insurance or if immunizations are not up-to-date.

3. Upon receipt of capillary blood test results $>10\text{mcg/dL}$, the

Method(s) and Evaluation of Project

DFHS18CHD018

Comments1 continued

Administrative assistant/date entry coordinator will coordinate with the phlebotomist to schedule an appointment for blood venous confirmatory test if no insurance or the parent/guardian will be notified of the result and requested to schedule an appointment immediately for a blood venous confirmatory test with the primary health provider. If no response on initial try, second and third phone calls will be placed. If no response the case manager or CLPPP staff will do a drive by to the child's resident and leave a note at the resident informing them to contact the CLPPP Program to schedule a blood lead test. If unsuccessful after a week of the drive by, a registered certified letter will be mailed to the primary residence.

4. Upon receipt of a confirmed child with elevated blood lead levels of $\geq 15\mu\text{g}/\text{dl}$ or two persistent levels of $10\text{--}14\mu\text{g}/\text{dl}$ within one to three months, the nurse case manager or the environmental health specialist, or another CLPPP staff will contact the family and schedule an initial joint home visit within 24-48 hours. All efforts will be made as in NO 3, if no response is received within 48 hours of the initial contact. Jersey City CLPPP Program will continue to use the CDC guidelines for screening and follow up. Case management by the nurse case manager will be an ongoing process until the child reaches a level of $\leq 10\mu\text{g}/\text{dl}$ and meets all discharge criteria as per CLPPP protocols. CLPPP staff will follow up with any siblings under the age of six during the home visit to ensure that they are screened for lead as well. The following interventions will be done by the nurse case manager.

Hazard Assessment Questionnaire

Nutrition Assessment and Education Child History

Physical Examination Developmental Assessment

Universal Child Health Record - lead education and information to parent, visual inspection, pointing out obvious Pb hazards and actions family can put in place immediately housekeeping and cleaning techniques/hand washing discuss follow-up visits to primary care provider and case management.

5. Review all active cases weekly. Follow up with family and primary care

Method(s) and Evaluation of Project

DFHS18CHD018

Comments1 continued

providers and keep them informed of child's progress. Integrate care with other allied health professionals and referral sources as needed. Send reminder letters to parents/guardians of next case management appointment. Develop a trusting and compassionate relationship with the child and family and provide continuous support and reinforcement of the importance of keeping medical appointments with primary care provider and follow nutrition guidelines and proper cleaning techniques.

6. All initial referrals will receive a joint visit with the nurse management and environmental health specialist as per guidelines recommended by CDC. The Jersey City CLPPP Program has the advantage of having both the nurse case manager and environmental health specialist working closely together as a team under the same jurisdiction. Proper procedures as protocol will be followed for activating the case and inputting the data into Welligent/Leadtrax.

7. The nurse case manager and data entry person will ensure that all results of blood lead test will be entered into Welligent/Leadtrax by continuously monitoring the system for accurateness of information. All information will be reviewed and corrections made as necessary. CLPPP staff will notify personnel at the State level and advise of any incorrect information or children not listed on system.

METHOD(S) AND EVALUATION OF PROJECT (Continued)

Evaluation - Describe how the project is to be self-evaluated.

Create monthly reports using data from LeadTrax, to monitor compliance with NJAC 8:51 protocols for timely provision of services and documentation of such:

- opening of environmental and nurse case management cases,
- documentation of events,
- completion and uploading of required forms,
- identification of lead-safe relocation housing,
- dates of notices of violation issued,
- dates abatements began and are completed,
- dates and results of clearance testing,
- dates investigation are closed,
- completion of all fields I environmental and patient details.

Provide at least quarterly, or as requested by NJDOH, data reports, progress reports and expenditure reports using a format provided or approved by the NJDOH.

Annually ensure that all assigned CLPP Program staff are designated as active LeadTrax users as determined by the NJDOH.

Annually provide proof to NJDOH that all assigned CLPP Program staff hold active New Jersey registrations and licensures as Registered Nurses and/or Lead Inspector/Risk Assessors.



Jersey City

DFHS18CHD018

FEDERAL TRANSPARENCY ACT CERTIFICATION

The Federal Transparency Act (FFATA) requires that certain information regarding the use of federal funds be reported to the federal government. As the prime awardee of federal funds, the NJ Department of Health must report the following information about our sub-awardees, as part of this requirement.

This FFATA Certification page is **required** of all NJ DOH applicants. **Failure to complete this certification will result in an error that will prevent your application from being submitted.** Information provided must be accurate, and will be subject to federal scrutiny.

1. Entity Identification:

Please enter your "child organization" or **secondary** Duns number into this field, if it is different from the primary or "parent organization" Duns number that appears above it.

If there is no "child" or secondary Duns number associated with this application, please re-enter your Duns number into this field.)

Parent Organization Duns Number: 831438275

Child Organization Duns Number: 83-143-8275

2. Executive Compensation:

Executive Compensation: In order to determine whether you are required to report executive compensation data, answer the following questions(s):

- A. In your business or organization's preceding completed fiscal year, did its business or organization (the legal entity to which the DUNS number you provided belongs) receive:
1. 80 percent or more of its annual gross revenues in U.S, federal contracts, subcontract, loans, grants, sub-grants, and/or cooperative agreements;?
 - and
 2. \$25,000,000 or more in annual gross revenues from U.S federal contracts, sub subcontract, loans, grants, sub-grants, and/or cooperative agreements?

☒ **Yes** If "YES" then read and answer question B.

☐ **No** If "NO" to question A, reporting executive compensation is not required.

B. Does the public have access to information about the compensation of the executives of your business or organization (the legal entity to which the DUNS number you provided belongs) through periodic reports filed under section 12(a) or 15 (d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m (a), 78o (d)) or section 6104 of the Internal?

☒ **Yes** If "YES" to question B, reporting executive compensation is not required.

☐ **No** If "NO" then executive compensation must be entered below.



FEDERAL TRANSPARENCY ACT CERTIFICATION

Position Title	Legal First Name	Legal Last Name	Annual Salary	Fringe Benefits (\$)	Fringe Benefits (%)	Total
Director, DHHS	Stacey	Flanagan	\$118,210	\$38,891	32.9 %	\$157,101
Administrative Cultural & Health Officer	Joan F.	Eccleston	\$94,414	\$31,062	32.9 %	\$125,476
Supervising Administrative Environmental Health Coord	Vera K.	Smith Vaughn	\$95,120	\$31,294	32.9 %	\$126,414
	Maryanne	Kelleher	\$91,335	\$30,049	32.9 %	\$121,384
	Happy J	Boor	\$91,058	\$29,958	32.9 %	\$121,016
Base Salary Sub-Total						\$490,137
Fringe Benefits Sub-Total						\$161,254
Total Executive Personnel Costs						\$651,391

☒ By Checking this box you certify that the above information is correct to the best of your knowledge.

Name of Official certifying for Agency
Stacey Flanagan

Title
Director, DHHS

4/28/2017



Jersey City

DFHS18CHD018

SCHEDULE A - FULL TIME PERSONNEL COSTS

Title: Childhood Lead Poisoning and Prevention Program

Fringe Benefit Breakdown

F.I.C.A. / Medicare	1.65 %
Health Insurance	19.18 %
Unemployment Insurance	2.15 %
Disability Insurance	%
Life Insurance	2.21 %
Workers Compensation	%
Pension/Retirement	7.71 %
Other (Explain):	%

Total 32.9 %

List all full time paid staff, including fringe benefits.

Position Title	Legal First Name	Legal Last Name	Annual Salary	Standard Weekly Hours	Weekly Hours on Project	Number of Weeks	% of Weekly Work Time on Project	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed
Coordinator	Vera	Smith	\$95,120	40	9.5	52	23.75	\$0	\$22,591	\$22,591
PHN/Case Manager	Felicia	Collis	\$72,163	37.5	28	52	74.67	\$37,032	\$16,850	\$53,882
Health Aide Supervi	Zulma	Lamela	\$56,531	37.5	22.5	52	60.00	\$11,000	\$22,919	\$33,919
Lab Aide/Phlebotomi	Jestina	Johnson	\$48,470	37.5	27.5	52	73.33	\$0	\$35,545	\$35,545
Lead Inspector	Charles	Mays Jr.	\$57,090	40	29	52	72.50	\$30,621	\$10,769	\$41,390
PHN/Case Manager	Richelle	Divina	\$69,650	37.5	28	52	74.67	\$35,755	\$16,250	\$52,005
Lead Inspector	Thomas J	Gangadin	\$45,650	37.5	25	52	66.67	\$24,755	\$5,678	\$30,433
							0.00		\$0	\$0
							0.00		\$0	\$0
							0.00		\$0	\$0
							0.00		\$0	\$0
							0.00		\$0	\$0
Sub-Totals								\$139,163	\$130,602	\$269,765
32.90 % Fringe Benefits								\$45,785	\$42,968	\$88,753
Total personnel costs for this page								\$184,948	\$173,570	\$358,518



Jersey City

DFHS18CHD018

SCHEDULE A - PERSONNEL JUSTIFICATION

Check if Clerical Staff	Position Title	Minimum Qualifications (education and experience)
<input checked="" type="checkbox"/>	Coordinator	Minimum of two years work related experience in Community Public Health and a BSN
<input checked="" type="checkbox"/>	PHN/Case Manager	Minimum of two years work related experience in Community Public Health, BSN
<input checked="" type="checkbox"/>	Health Aide Supervisor	Minimum of two years work related experience in community/public health, knowledge of lead related issues,
<input checked="" type="checkbox"/>	Lab Aide/Phlebotomist	Certified as a phlebotomist laboratory technician by United Clinical Laboratory Practitioners. High school
<input checked="" type="checkbox"/>	Lead Inspector	Certified as a Regional Environmental Health Specialist by the State of New Jersey. High School Diploma or GED
<input checked="" type="checkbox"/>	PHN/Case Manager	Minimum of two years work related experience in Community Public Health, BSN
<input type="checkbox"/>	Lead Inspector	
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

4/28/2017



Jersey City

DFHS18CHD018

SCHEDULE A - PART TIME PERSONNEL COSTS

Title: Childhood Lead Poisoning and Prevention Program

Fringe Benefit Breakdown

F.I.C.A.	0 %
Health Insurance	0 %
Unemployment Insurance	%
Disability Insurance	%
Life Insurance	%
Workers Compensation	%
Pension/Retirement	%
Other (Explain):	%
Total	0 %

List all part time paid staff, including fringe benefits.

Position Title	Legal First Name	Legal Last Name	Annual Salary	Std. Weekly Hours	Weekly Hours On Project	Number Of Weeks	% of Weekly Work Time On Project	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed
							0.00		\$0	\$0
							0.00		\$0	\$0
							0.00		\$0	\$0
							0.00		\$0	\$0
							0.00		\$0	\$0
							0.00		\$0	\$0
							0.00		\$0	\$0
							0.00		\$0	\$0
							0.00		\$0	\$0
							0.00		\$0	\$0
							0.00		\$0	\$0
							0.00		\$0	\$0
							0.00		\$0	\$0
Sub-Totals								\$0	\$0	\$0
0.00 % Fringe Benefits								\$0	\$0	\$0
Total personnel costs for this page								\$0	\$0	\$0



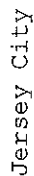
Jersey City

DFHS18CHD018

SCHEDULE A - PERSONNEL JUSTIFICATION

List, justify, and submit a curriculum vitae for each position title, excluding clerical and manual positions, in same order as listed on SCHEDULE:A PERSONNEL COSTS.

Check if Clerical Staff	Position Title	Minimum Qualifications (education and experience)
<input type="checkbox"/>	Part Time Nurse Case Manager	no part time nurse case manager at this time
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		



DFHS18CHD018

SCHEDULE A - PERSONNEL COSTS - NO FRINGE

Title:

[illegible]



Jersey City

DFHS18CHD018

SCHEDULE A - PERSONNEL JUSTIFICATION

List, justify, and submit a curriculum vitae for each position title, excluding clerical and manual positions, in same order as listed on SCHEDULE:A PERSONNEL COSTS.

Check if Clerical Staff	Position Title	Minimum Qualifications (education and experience)
<input checked="" type="checkbox"/>		Minimum or two years work related experience in community/public health nurse, BSN
<input checked="" type="checkbox"/>		Minimum of two years work related experienced in community/public health, knowledge of computers and related programs
<input checked="" type="checkbox"/>		Certified as a phlebotomist laboratory technician by United Clinical Laboratory
<input checked="" type="checkbox"/>		Certified as a Regional Environmental Health Specialist by t he State of New Jersey
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		



Jersey City

DFHS18CHD018

SCHEDULE B - CONSULTANT SERVICES COSTS

Title: Childhood Lead Poisoning and Prevention Program

List services which provide for program or client benefit and are contracted for on a cost per client, percentage or time, or number of hours basis.

Examples of consultant services: accounting, medical, psychological, psychiatric, and other professional services. A copy of individual agreements will be required if an award is made.

Do consultant services demonstrate a true employer/non-employee relationship as per IRS regulations? ☐ YES ☒ NO

Nature of Consultant Service

Basis for Cost Estimate

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed
		\$0	\$0

Attachment:



Jersey City

DFHS18CHD018

SCHEDULE B - CONSULTANT SERVICES COSTS - CONTINUED

Nature of Consultant Service

Basis for Cost Estimate

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed
		\$0	\$0

Attachment:



Jersey City

DFHS18CHD018

SCHEDULE B - CONSULTANT SERVICES COSTS - CONTINUED

Nature of Consultant Service

Basis for Cost Estimate

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed
		\$0	\$0

Attachment:



Jersey City

DFHS18CHD018

SCHEDULE B - CONSULTANT SERVICES COSTS - CONTINUED

Nature of Consultant Service

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed
		\$0	\$0

Basis for Cost Estimate

Attachment:



Jersey City

DFHS18CHD018

SCHEDULE B - CONSULTANT SERVICES COSTS - CONTINUED

Nature of Consultant Service

Basis for Cost Estimate

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed
		\$0	\$0

Attachment:



Jersey City

DFHS18CHD018

SCHEDULE B - CONSULTANT SERVICES COSTS - CONTINUED

Total Consultant Services for this page

\$0	\$0	\$0
-----	-----	-----



Jersey City

DFHS18CHD018

SCHEDULE B - CONSULTANT SERVICES JUSTIFICATION

List and justify each consultant service in same order as on SCHEDULE B: CONSULTANT SERVICES COSTS.

Nature of Consultant Services	Responsibilities and/or Duties	Minimum Qualifications (education and experience)



Jersey City

DFHS18CHD018

SCHEDULE C - OTHER COST CATEGORIES

Title: Childhood Lead Poisoning and Prevention Program

List other cost categories applicable to grant proposal, such as travel, supplies, equipment, and other direct expenses. A copy of lease agreement, travel regulations, and any other pertinent agreement is to be attached when requesting funds for these budget categories.

At No time are funds to be placed in "other" unless you have been provided specific instruction from the Department.

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
\$4,427	\$4,427	\$0	\$4,427	
Other Cost Categories (Specify) Travel, Conferences, and Meetings Mileage If other selected, list here:				
Justification for Cost Travel to long distances, meetings, conferences are reimbursed at 54.0 cents/mile. Use of personal vehicle for work related business to make home visits are reimbursed at \$6.60 per day for less than six visits per day or \$132 per month for 15 or more visits per month.				



SCHEDULE C - OTHER COST CATEGORIES - CONTINUED

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
\$500	\$500	\$0	\$500	
Other Cost Categories (Specify) <div style="display: flex; justify-content: space-between;"> <div>Office Expenses and Related Cost</div> <div>Office Supplies</div> </div> <p>If other selected, list here:</p>				
Justification for Cost <p>Pen, pencils, note pads, charts/folders, paper, wipes, etc...</p>				
Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
\$500	\$500	\$0	\$500	
Other Cost Categories (Specify) <div style="display: flex; justify-content: space-between;"> <div>Program Expenses and Related Cost</div> <div>Schneider Laboratories Lead Testing</div> </div> <p>If other selected, list here:</p>				
Justification for Cost <p>Lead Samples testing (dust wipes)</p>				



SCHEDULE C - OTHER COST CATEGORIES - CONTINUED

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
\$250	\$250	\$0	\$250	
Other Cost Categories (Specify) <p style="text-align: center;">New Jersey Radioactive Materials License</p> <p>Program Expenses and Related Cost</p> <p>If other selected, list here:</p>				
Justification for Cost <p>Annual Radioactive License</p>				
Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
\$3,400	\$3,400	\$0	\$3,400	
Other Cost Categories (Specify) <p style="text-align: center;">LPA1 Lead Paint Analyzer Radioactive Source</p> <p>Program Expenses and Related Cost</p> <p>If other selected, list here:</p>				
Justification for Cost <p>Source Replacement</p>				



SCHEDULE C - OTHER COST CATEGORIES - CONTINUED

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources \$0	Total Funds Needed \$0	Attachments
<p>Other Cost Categories (Specify)</p> <p>If other selected, list here:</p>				
<p>Justification for Cost</p>				
Cost Estimate	Grant Funds Requested From State	Funds From Other Sources \$0	Total Funds Needed \$0	Attachments
<p>Other Cost Categories (Specify)</p> <p>If other selected, list here:</p>				
<p>Justification for Cost</p>				



SCHEDULE C - OTHER COST CATEGORIES - CONTINUED

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
		\$0	\$0	
<p>Other Cost Categories (Specify)</p> <p>If other selected, list here:</p>				
<p>Justification for Cost</p>				
Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
		\$0	\$0	
<p>Other Cost Categories (Specify)</p> <p>If other selected, list here:</p>				
<p>Justification for Cost</p>				



SCHEDULE C - OTHER COST CATEGORIES - CONTINUED

Cost Estimate	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed	Attachments
		\$0	\$0	
Other Cost Categories (Specify)				
If other selected, list here:				
Justification for Cost				

	Grant Funds Requested From State	Funds From Other Sources	Total Funds Needed
Total Costs	\$9,077	\$0	\$9,077



Jersey City

DFHS18CHD018

FUNDS AND PROGRAM INCOME FROM OTHER SOURCES RELATED TO THIS APPLICATION

Code all listed fund sources as either (F) Federal Government, (S) State Government, (L) Local City/County Government, (LP) Local Private/Charity Agency, (TP) Third Party Payor, (PI) Program Income, or (IK) In Kind.

Name of Fund Source	Code	Funds Estimated This Grant Period	Funds Received From Preceding Grant Period
City Funds	L	\$173,570	\$121,036
Total Funds From Other Sources Related To This Application Only:		\$173,570	\$121,036
Total Funds From Other Sources From Schedules A, B and C prior to indirect cost calculation:		\$173,570	

Jersey City

DFHS18CHD018

Cost Summary

For Cost Categories A through C, a SCHEDULE SHEET and JUSTIFICATION SHEET must be completed and submitted, if applicable.

Cost Category	Grant Funds Requested from State	Funds from Other Sources	Total Funds Needed
A. Personnel Cost	\$184,948	\$173,570	\$358,518
Salaries/Wages	\$139,163	\$130,602	\$269,765
Fringe Benefits	\$45,785	\$42,968	\$88,753
B. Consultant/Professional Service Cost	\$0	\$0	\$0
C. Other Cost Categories	\$9,077	\$0	\$9,077
Office Expense and Related Cost	\$500	\$0	\$500
Program Expense and Related Cost	\$4,150	\$0	\$4,150
Staff Training and Education Cost	\$0	\$0	\$0
Travel, Conferences and Meetings	\$4,427	\$0	\$4,427
Equipment and Other Capital Expenditures	\$0	\$0	\$0
Facility Cost	\$0	\$0	\$0
Sub-Grants	\$0	\$0	\$0
Reserve	\$0	\$0	\$0
Other	\$0	\$0	\$0
Total Direct Cost	\$194,025	\$173,570	\$367,595
Indirect Cost Percentage (See Note Below)	0 %		
Indirect Cost			
Total Costs	\$194,025	\$173,570	\$367,595
Less Program Income	\$0	\$0	\$0
Net Total Cost	\$194,025	\$173,570	\$367,595

NOTE: An indirect cost allowance may be rewarded to any applicant provided that state or federal legislation does not prohibit it and that the applicant has an established indirect cost rate. Do you have an established indirect cost rate? ☐ Yes ☒ No

If yes, attach a letter stating approved rate, period of time, base to which rate is applied, and enter above amount of indirect cost requested for proposed grant.



Jersey City

DFHS18CHD018

SCHEDULE D - OFFICERS AND DIRECTORS LIST

List below the Name, Title, and Residence Address of all officers and board members of applicant.

Officer 1:

First Name: Richard
Last Name: Boggiano
Title: Ward C
Address 1: 280 Grove Street
Address 2:
City: Jersey City
State: New Jersey
Zip Code: 07302

Officer 2:

First Name: Michael
Last Name: Yun
Title: Ward D
Address 1: 280 Grove Street
Address 2:
City: Jersey City
State: New Jersey
Zip Code: 07302

Officer 3:

First Name: Candice
Last Name: Osborne
Title: Ward E
Address 1: 280 Grove Street
Address 2:
City: Jersey City
State: New Jersey
Zip Code: 07302

Officer 4:

First Name: Jermaine
Last Name: Robinson
Title: Ward F
Address 1: 280 Grove Street
Address 2:
City: Jersey City
State: New Jersey
Zip Code: 07302

Officer 5:

First Name: Chris
Last Name: Gadsden
Title: Ward B
Address 1: 280 Grove Street
Address 2:
City: Jersey City
State: New Jersey
Zip Code: 07302



Jersey City

DFHS18CHD018

SCHEDULE D - OFFICERS AND DIRECTORS LIST

List below the Name, Title, and Residence Address of all officers and board members of applicant.

Officer 1:

First Name: Rolando
Last Name: Lavarro, Jr.
Title: Council President
Address 1: 280 Grove Street
Address 2:
City: Jersey City
State: New Jersey
Zip Code: 07302

Officer 2:

First Name: Daniel
Last Name: Rivera
Title: Councilperson-At-Large
Address 1: 280 Grove Street
Address 2:
City: Jersey City
State: New Jersey
Zip Code: 07302

Officer 3:

First Name: Joyce
Last Name: Watterman
Title: Councilperson-At-Large
Address 1: 280 Grove Street
Address 2:
City: Jersey City
State: New Jersey
Zip Code: 07302

Officer 4:

First Name: Frank
Last Name: Gajewski
Title: Ward A
Address 1: 280 Grove Street
Address 2:
City: Jersey City
State: New Jersey
Zip Code: 07302

Officer 5:

First Name: Chris
Last Name: Gadsden
Title: Ward B
Address 1: 280 Grove Street
Address 2:
City: Jersey City
State: New Jersey
Zip Code: 07302



Jersey City

DFHS18CHD018

SCHEDULE G - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

In accordance to Federal Executive Order 12549, "Debarment and Suspension", the undersigned certifies, to the best of his or her knowledge that as an applicant, or its key employees and contractors:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal Department or agency, or by the State of New Jersey;
- b. Have not within a 3-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense, in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transportation; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. are not presently indicted or for otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any offenses enumerated in paragraph b) of this certification; and
- d. have not within 3-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default.

The applicant agrees that by submitting this application, it will obtain from all its subgrantees a certification that includes without modification paragraphs (a), (b), (c), (d), of this certification in accordance with Federal Executive Order 12549.

☒ By Checking this box you certify that the above information is correct to the best of your knowledge.

Name of Official certifying for Agency

Stacey Flanagan

Title

Director, DHHS



Jersey City

DFHS18CHD018

SCHEDULE H - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge that:

- a. No grant funds awarded from State and/or Federal appropriations have been paid or will be paid, by or on behalf of the grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any grant, loan, or cooperative agreement.
- b. If any funds other than State and/or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this, grant, loan, or cooperative agreement, the grantee shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form can be found by clicking [here](#).
- c. The grantee shall require that the language of this compliance requirement (certification) be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The requirement (certification) is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

☒ By Checking this box you certify that the above information is correct to the best of your knowledge.

Name of official certifying for Agency
Stacey Flanagan

Title
Director, DHHS



Jersey City

DFHS18CHD018

SCHEDULE I - CERTIFICATION SHEET

- ☒ Yes ☐ N/A I certify that this agency will comply with the Terms and Conditions for Administration of Grants and the applicable Cost Principles.
- ☒ Yes ☐ N/A I have read the Certification Regarding Debarment and Suspension (Schedule G of the Application for Grant Funds) and certify to the best of my knowledge that as an applicant this agency and its key employees and contractors are in compliance with this requirement. I will also also obtain such certification from all subgrantees in accordance with Federal Executive Order 12549. This form will be maintained on file in the agency's office.
- ☒ Yes ☐ N/A I have read the Certification Regarding Lobbying (Schedule H of the Application for Grant Funds) and, to the best of my knowledge, certify that this agency is in compliance. This form will be maintained on file in the agency's office.
- ☒ Yes ☐ N/A I have read the Certification Regarding Environmental Tobacco Smoke (Schedule K of the Application for Grant Funds) and have determined that the provisions of the pro-children Act of 1994 apply to this agency and to the best of my knowledge, certify that this agency is in compliance with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. This form will be maintained on file in the agency's office.
- ☒ Yes ☐ N/A I understand that my payments will depend on timely submission of all reports.
- ☒ Yes ☐ N/A I certify that the listing of the Officers and Directors and their addresses are correct and current. All changes in Officers and Directors, must updated and reported within 10 working days.
- ☒ Yes ☐ N/A I have completed and submitted the Agency Minority Profile (Schedule J of the Application for Grant Funds) at least one time during the past two years.
- ☒ Yes ☐ N/A The Statement of Local Governmental Public Health Partnership (Page 2 of the Application for Grant Funds) has been sent to the Local Governmental Public Health Partnership Chairperson (or Local Health Officer, if applicable) for signature on the date of our submission of the application to the New Jersey Department of Health.
- ☒ Yes ☐ N/A I certify that this agency is not delinquent on any Federal or State debt.
- ☒ Yes ☐ N/A As a non-profit corporation, I certify that this agency has 501(c)(3) status as required by the Internal Revenue Service and is registered as a charitable organization in accordance with N.J.S.A. 45:17A-18 et seq.
- ☒ Yes ☐ N/A I have read, understand, and will comply with the instructions received with the grant application package.

Name of Official certifying for Agency
Stacey Flanagan

Title
Director, DHHS

4/28/2017



Jersey City

DFHS18CHD018

SCHEDULE J - AGENCY MINORITY PROFILE

The Department's Office of Minority Health has defined "minorities" as the four major race/ethnic minority populations (African Americans, Latinos/Hispanic, Asian/Pacific Islanders and American Indians/Eskimos) as well as linguistic minority populations who are either non-English speaking or have limited English proficiency.

Complete this form if your agency is requesting funds from this Department for the first time or has not received funds in the last two (2) years from the Department.

1. Is this a **minority-managed** organization?

☐ Yes ☒ No

a. If Yes, place a check in the applicable box(es).

- ☐ Black/African American
- ☐ Hispanic/Latino
- ☐ American Indian
- ☐ Asian/Pacific Islander
- ☐ White, Not of Hispanic Origin
- ☐ Other

2. Is this agency serving a large minority population?

☒ Yes ☐ No

a. If Yes, place a check in the applicable box(es).

- ☒ Black/African American
- ☒ Hispanic/Latino
- ☐ American Indian
- ☒ Asian/Pacific Islander
- ☒ White, Not of Hispanic Origin
- ☐ Other

3. Indicate all of the languages in which services are being provided by this organization, by placing a check in each applicable box:

- ☒ English
- ☒ Spanish
- ☒ French
- ☒ Creole
- ☒ Other



Jersey City

DFHS18CHD018

SCHEDULE K - CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or Local Governments, by Federal grants, contract loan or loan guarantee. The law also applies to children's services provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsibility entity.

Name of Official certifying for Agency

Stacey Flanagan

Title

Director, DHHS

4/28/2017



Jersey City

DFHS18CHD018

REQUIRED ATTACHMENTS

NOTE: Not all attachments will be applicable for all applicant organizations.

ORGANIZATIONAL CHART

NJ CHARITIES REGISTRATION (Letter of Compliance or Exemption Letter) 1582723-NJCharitiesRegistrationLetter.

PROOF OF NON PROFIT STATUS (501C3)

**COPY OF INTEREST BEARING BANK ACCOUNT
STATEMENT**

PROOF OF INDIRECT RATE

PROGRAM INCOME STATEMENT

AUDIT ENGAGEMENT LETTER 1582723-AudEngLtr16.pdf

STAFF RESUMES 1582723-2017CLPPPPresumes.pdf

SALARY RANGES

SALARY POLICY

TRAVEL POLICY

TELEPHONE POLICY

MAINTENANCE AGREEMENTS

LEASE OR MORTGAGE DOCUMENT

INSURANCE POLICY 1582723-ProofofSelfIns2016-17.doc

COST ALLOCATION PLAN

ESTIMATES FOR EQUIPMENT

COMPUTER SECURITY POLICY

LINKAGE AGREEMENTS

CONSULTANT AGREEMENTS

STATEMENT OF GROSS REVENUE 1582723-JC_2015_Audit(Regulatory).pdf

OR

ANNUAL AUDIT REPORT (Most Current)

TAX CLEARANCE CERTIFICATE 1582723-TaxClearance2017.pdf

A Valid Tax Clearance Certificate is due with submission of the Application. Failure to include this will make you application non-responsive. Refer to the Cost Controlling Initiatives on your grant application.

Application for Tax Clearance can be obtained HERE. (fee of \$75.00 or \$200.00)
This is required to maintain compliance with the Commissioner's Cost Controlling Initiatives.



State of New Jersey
DEPARTMENT OF HEALTH

PO BOX 364
TRENTON, N.J. 08625-0364

www.nj.gov/health

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

CATHLEEN D. BENNETT
Commissioner

April 17, 2017

Vera Smith
Health Officer
Jersey City Department of Health & Human Services
199 Summit Avenue, Suite G
Jersey City, NJ 07304

Dear Ms. Smith,

SUBJECT: LETTER OF INTENT

The New Jersey Department of Health, Division of Family Health Services intends to process your Grant application for Child Health in the amount of \$195,000. The award is contingent upon the fully executed award signed by the Department's Approval Officer and the availability of funds. This award will be effective for the grant period July 1, 2017 through June 30, 2018.

Please consider this letter as notice of the Department's intent to fund in accordance with the legal provisions of such grant, and that the Notice of Grant Award document will be processed as soon as possible.

The Department will not be able to provide cash payments for any costs incurred by carrying out the items of this grant application until a fully executed Notice of Grant Award has been processed. Upon completion of this process, payment will be made in accordance with the grant provisions.

The Grantee recognizes and agrees that funding under a grant agreement is expressly dependent upon the availability of funds to the Department, appropriated by the State Legislature from State or federal revenue, or such other funding sources as may be applicable. The Department shall not be held liable for any breach of this agreement, resulting from the absence of available funding appropriations.

Project Category	Funding Amount	Budget Period
Child Health	\$195,000	7/1/17-6/30/18

The grant award will further be contingent upon the fiscal and programmatic completeness of your application, as well as the fulfillment of any current grant objectives, if applicable. Grant applications are to be completed on-line via the System for Administering Grants Electronically (SAGE). "Terms and Conditions" as well as Cost Controlling Initiatives will apply and may be found under "Management Activities" within each application. SAGE can be accessed at nisage.inteligrants.com. Paper applications will not be accepted. SAGE will be open for Child Health applications on March 31, 2017 and close on April 21, 2017.

If you have any questions or are in need of assistance, contact Patricia Hyland, Program Management Officer at 609-292-5666 or by email at patricia.hyland@doh.nj.gov or Fidel Ekhelar, Grant Management Officer at fidel.ekhelar@doh.nj.gov.

Sincerely,

Lisa A. Asare, MPH
Assistant Commissioner

cc: SAGE Application
Curtis Elvin, Fiscal Management
Marilyn Gorney-Daley, Service Director
Patricia Hyland, Program Management Officer
Fidel Ekhelar, Grant Management Officer *FE*

FS-L3
JUN 16

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-697

Agenda No. 10.C

Approved: SEP 13 2017

TITLE:



RESOLUTION TO CANCEL AND REFUND TAX SALE CERTIFICATE #2016-2140 SOLD IN ERROR.

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, CLEMENTE ENTERPRISES LLC is the holder of tax sale certificate #2016-2140 on block 27503, lot 20 qualifier C1019 located at 19 Independence Way; and

WHEREAS, the Tax Collector has determined that the 4th quarter 2016 tax amount was posted to the incorrect account; and

WHEREAS, the Tax Collector's placed a lien on block 27503 lot 20 qualifier c1019 account 514000 property location 19 Independence Way certificate 2016-2140 erroneously; and

WHEREAS, The Tax Collector would like to cancel and refund certificate # 2016-2140 on 19 INDEPENDENCE WAY block 27503 lot 20 qualifier c1019 account # 514000 to the third party lien holder CLEMENTE ENTERPRISES LLC; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that tax sale certificate 2016-2140 sold in error and in the amount listed in the following schedule be and hereby canceled and refunded to CLEMENTE ENTERPRISES LLC for the fourth quarter tax year 2016.

Block	lot	Qual.	Account #	Property location	certificate #	certificate amount
27503	20	c1019	514000	19 INDEPENDENCE WAY	2016-2140	264.92

Total To Be Refunded \$320.43

APPROVED: 

APPROVED: 

Business Administrator

APPROVED AS TO LEGAL FORM


Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☐


APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION TO CANCEL AND REFUND TAX SALE CERTIFICATE #2016-2140 SOLD IN ERROR.

Initiator

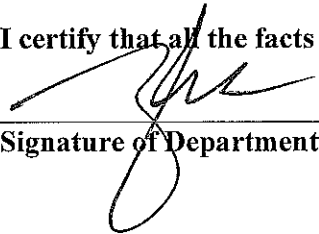
Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To refund third party lien holder on a lien sold in error by the Tax Collector.

I certify that all the facts presented herein are accurate.



Signature of Department Director

9/5/17

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-698
Agenda No. 10.D
Approved: SEP 13 2017
TITLE:



RESOLUTION TO CANCEL AND REFUND TAX SALE CERTIFICATE # 2015-1732 SOLD IN ERROR.

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, JAI BAJRANGI INVEST, LLC is the holder of tax sale certificate # 2015-1732 on block 22901, lot 41, located at 64 College Street; and

WHEREAS, the Tax Collector and Tax Assessor has determined that the taxes were billed incorrectly for the 2015 tax year for block 22901 lot 41 account # 189126; and

WHEREAS, the Tax Collector's placed a lien on block 22901 lot 41 account 189126 property location 64 College Street erroneously; and

WHEREAS, The Tax Collector would like to cancel and refund certificate # 2015-1732 on 64 College Street block 22901 lot 41 certificate # 2015-1732 sold to JAI BAJRANGI INVEST, LLC account # 189126; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that tax sale certificate 2015-1732 sold in error and in the amount listed in the following schedule be and hereby canceled and refunded to JAI BAJRANGI INVEST, LLC for tax year 2015.

Block lot	Account #	Property location	certificate #	certificate amount
22901 41	189126	64 College Street	2015-1730	2,196.39

Total To Be Refunded \$2,260.86

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION TO CANCEL AND REFUND TAX SALE CERTIFICATE # 2015-1732 SOLD IN ERROR.

Initiator

Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To refund third party lien holder on a lien sold in error by the Tax Collector.

I certify that all the facts presented herein are accurate.


Signature of Department Director

9/5/17
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-699

Agenda No. 10.E

Approved: SEP 13 2017

TITLE:



RESOLUTION TO CANCEL AND REFUND TAX SALE CERTIFICATE # 2015-1730 SOLD IN ERROR.

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, JAI BAJRANGI INVEST, LLC is the holder of tax sale certificate # 2015-1730 on block 22901, lot 19, located at 20 College Street; and

WHEREAS, the Tax Collector and Tax Assessor has determined that the taxes were billed incorrectly for the 2015 tax year for block 22901 lot 19 account # 188904; and

WHEREAS, the Tax Collector's placed a lien on block 22901 lot 19 account 188904 property location 20 College Street certificate # 2015-1730 erroneously; and

WHEREAS, The Tax Collector would like to cancel and refund certificate # 2015-1730 on 20 College Street block 22901 lot 19 account # 188904 to the third party lien holder; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that tax sale certificate 2015-1730 sold in error and in the amount listed in the following schedule be and hereby canceled and refunded to JAI BAJRANGI INVEST, LLC for tax year 2015.

Block	lot	Account #	Property location	certificate #	certificate amount
22901	19	188904	20 College Street	2015-1730	2,196.39

Total To Be Refunded \$2,260.86

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 

Business Administrator

Joanne Monahan
701 Corporation Counsel

Certification Required ☐

Not Required ☐

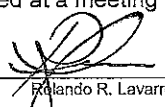
APPROVED 9-0

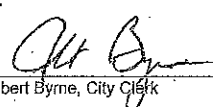
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION TO CANCEL AND REFUND TAX SALE CERTIFICATE # 2015-1730 SOLD IN ERROR.

Initiator

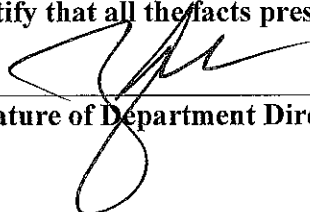
Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To refund third party lien holder on a lien sold in error by the Tax Collector.

I certify that all the facts presented herein are accurate.


Signature of Department Director

9/5/17
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-700
Agenda No. 10.F
Approved: SEP 13 2017
TITLE:



RESOLUTION TO CANCEL AND REFUND TAX SALE CERTIFICATE # 2015-1729 SOLD IN ERROR.

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, JAI BAJRANGI INVEST, LLC is the holder of tax sale certificate # 2015-1729 on block 22901, lot 17, located at 16 College Street; and

WHEREAS, the Tax Collector and Tax Assessor has determined that the taxes were billed incorrectly for the 2015 tax year for block 22901 lot 17 account # 188888; and

WHEREAS, the Tax Collector's placed a lien on block 22901 lot 17 account 188888 property location 16 College Street certificate 2015-1729 erroneously; and

WHEREAS, The Tax Collector would like to cancel and refund certificate # 2015-1729 on 16 College Street block 22901 lot 17 account # 188888 to the third party lien holder JAI BAJRANGI INVEST, LLC; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that tax sale certificate 2015-1729 sold in error and in the amount listed in the following schedule be and hereby canceled and refunded to JAI BAJRANGI INVEST, LLC for tax year 2015.

Block	lot	Account #	Property location	certificate #	certificate amount
22901	17	188888	16 College Street	2015-1729	2,196.39

Total To Be Refunded \$2,260.86

APPROVED:

[Signature]
Tax Collector

APPROVED AS TO LEGAL FORM

APPROVED:

[Signature]
Business Administrator

[Signature]
Joanne Monahan
For Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]

Rolando R. Lavarro, Jr., President of Council

[Signature]

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION TO CANCEL AND REFUND TAX SALE CERTIFICATE # 2015-1729 SOLD IN ERROR.

Initiator

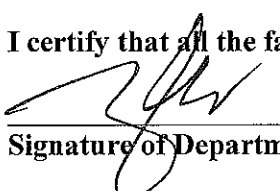
Department/Division	ADMINISTRATION	TAX COLLECTION
Name/Title	ANTHONY ESPOSITO	ASSISTANT TAX COLLECTOR
Phone/email	(201) 547-5526	ANTHONYE@JCNJ.ORG

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To refund third party lien holder on a lien sold in error by the Tax Collector.

I certify that all the facts presented herein are accurate.


Signature of Department Director

9/15/17
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-701

Agenda No. 10.G

Approved: SEP 13 2017

TITLE:



A RESOLUTION AUTHORIZING THE WAIVER OF THE TWENTY (20) DAY WAITING PERIOD PURSUANT TO N.J.S.A. 40:69A-181(b) FOR ORDINANCE 17-110 (AN ORDINANCE NAMING THE NEWLY RE-CONSTRUCTED GAZEBO IN RIVERVIEW PARK "THE MARIA TUZZO PAVILION")

COUNCIL
Ordinance:

offered and moved adoption of the following

WHEREAS, on August 16, 2017, the Municipal Council introduced Ordinance 17-110 entitled "An Ordinance Naming the Newly Re-Constructed Gazebo in Riverview Park "The Maria Tuzzo Pavilion"; and

WHEREAS, Ordinance 17-110 was scheduled to be approved at the September 13, 2017 meeting of the Municipal Council; and

WHEREAS, N.J.S.A. 40:69A-181(b) mandates that there be a twenty (20) day waiting period after an ordinance is adopted and prior to it taking effect unless the Municipal Council, by resolution, declares an emergency waiving the twenty (20) day period; and

WHEREAS, the Riverview Neighborhood Association wishes to have a dedication ceremony officially naming the in Gazebo in Riverview Park "The Maria Tuzzo Pavilion" prior to October 2017; and

WHEREAS, with the twenty-day waiting period, Ordinance 17-110 is not set to become effective until October 3, 2017 or twenty days after its adoption at the September 13, 2017 meeting of the Municipal Council; and

WHEREAS, the Riverview Neighborhood Association wishes for the Municipal Council to adopt a resolution invoking N.J.S.A. 40:69A-181(b) in order for the Association have a dedication ceremony officially naming the in Gazebo in Riverview Park "The Maria Tuzzo Pavilion" prior to October 2017.

NOW, THEREFORE, BE IT ORDAINED by the Municipal Council of the City of Jersey City that:

- (1) an emergency is hereby declared for the reason set forth herein; and
- (2) pursuant to N.J.S.A. 40:69A-181(b) the twenty (20) day waiting period prior to the effective date of Ordinance 17-110 is hereby waived so that this Ordinance is effective immediately.

JJH 9/1/17

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
701 Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.1317											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE WAIVER OF THE TWENTY (20) DAY WAITING PERIOD PURSUANT TO N.J.S.A. 40:69A-181(b) FOR ORDINANCE 17-110 (AN ORDINANCE NAMING THE NEWLY RE-CONSTRUCTED GAZEBO IN RIVERVIEW PARK “THE MARIA TUZZO PAVILION”)

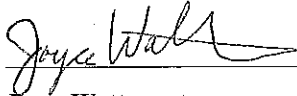
Initiator

Department/Division	The Municipal Council	Office of Councilwoman-at-Large Watterman
Name/Title	Joyce Watterman	Councilwoman-at-Large
Phone/email	201-547-5134	jwatterman@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

This Resolution invokes N.J.S.A. 40:69A-181(b) in order for the Riverview Neighborhood Association have a dedication ceremony officially naming the in Gazebo in Riverview Park “The Maria Tuzzo Pavilion” prior to October 2017.

I certify that all the facts presented herein are accurate.



Joyce Watterman
Councilwoman-at-Large

August 31, 2017

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-702

Agenda No. 10.H

Approved: SEP 13 2017

TITLE:

**A RESOLUTION COMMEMORATING THE LIFE AND
ACHIEVEMENTS OF DR. BARBARA PETRICK FOUNDING
MEMBER OF THE SGT. ANTHONY PARK NEIGHBORHOOD ASSOCIATION**



COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, Barbara (nee Burns) Petrick, PhD, was born and raised in Jersey City, NJ, attending St. Aloysius Academy as a youth, earning a BA from the College of St. Elizabeth in Morristown, NJ, a MA of History from Jersey City State College, and a PhD in History from Rutgers, New Brunswick; and,

WHEREAS, Dr. Barbara Petrick pursued a career in education, and her dramatic flair in the classroom made her popular with her students at St. Joseph's Grammar School and, later, Dickinson High School in Jersey City, where she rose to become chair of the school's History Department; and,

WHEREAS, Dr. Barbara Petrick's published master's thesis, *Mary Philbrook, The Radical Feminist in New Jersey*, about New Jersey's first woman lawyer, and was of particular interest to **Dr. Petrick** as they were both Jersey City residents and members of the same parish; and,

WHEREAS, other published academic works by **Dr. Barbara Petrick** include *Church and School in the Immigrant City: A Social History of Public Education in Jersey City 1804-1930* and *Jersey City Landmarks*; and,

WHEREAS, a passionate advocate for historic preservation, Dr. Barbara Petrick was involved with the restoration of the Old Hudson County Courthouse, the preservation of the Jersey City reservoir, a fierce supporter and champion of Jersey City's public libraries, and public libraries in general; and,

WHEREAS, Dr. Barbara Petrick was instrumental in helping to found the Sgt. Anthony Park Neighborhood Association, which spurred the beatification of the Park's decaying concrete landscape, and served as the location for Dr. Barbara Petrick's annual Memorial Day wreath-raising ceremony, where she gave talks about Anthony and offered remembrances of other war heroes who once lived on and round Palisade Avenue; and,

WHEREAS, Dr. Barbara Petrick was awarded the New Jersey Historical Commission's Richard J. Hughes Award for Outstanding Lifetime Achievement in 1997, and the Jersey City Landmarks Conservancy's Jersey City Legend Award in 2010; and,

WHEREAS, Jersey City native, historian, teacher, author, activist, wife, and mother, **Dr. Barbara Petrick** spent her retirement traveling the world and splitting her time between Jersey City and Point Pleasant Beach, where she passed away after a long illness on August 13, 2017. She is survived by her husband, Thomas Petrick; her children, Mary Catherine Petrick-Orrick, William Petrick, and John Petrick; five grandchildren and numerous nieces and nephews.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that **Dr. Barbara Burns Petrick** is hereby commemorated for her lifetime of tireless dedication to the City of Jersey City.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-703
Agenda No. 10.1
Approved: SEP 13 2017
TITLE:



A Resolution Honoring Gabe Ambrozia and Sons Plumbing

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, in 1926, Patsy and Michael **Ambrozia** open a small plumbing business called **Ambrozia Plumbing Co**, which was located at 224 Wayne St. in Jersey City New Jersey. The company "headquarters" was his kitchen table; and

WHEREAS, finding ample work modernizing homes with indoor plumbing and heating system, they were known to be very dependable and hard-working in the community and that made the business thrive; and

WHEREAS, **Gabe Ambrozia**, son of Patsy Ambrozia, came to work with his father. By following his father's unwavering commitment to customer satisfaction, the business continued to grow so they moved to its current location at 264 Kearny Ave; and

WHEREAS, in Jersey City New Jersey where the name of the company was been changed to **Gabe Ambrozia and Sons Plumbing**. For years, they ran the business together and continued to serve Hudson County and the surrounding areas; and

WHEREAS, in 1971, Gabe's sons, Patrick and Gabe, started working full-time for the family business right out of college where they continued with the same hard work and dependability as their father and grandfather before them and continued to work in the community to this day; and

WHEREAS, since 1926, **Gabe Ambrozia Plumbing** name has been very well known in the community and surrounding areas for their commitment to their customers and clients. Their Business has been such a success that it is now been in the **Ambrozia** Family for three generations of ownership; and

WHEREAS, **Gabe Ambrozia Plumbing** remains committed to our core values and ensuring that their clients and customers satisfaction is guaranteed.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City honors **Gabe Ambrozia Plumbing** for being the longest operating business in the City of Jersey City.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-704
Agenda No. 10. J
Approved: SEP 13 2017
TITLE:



A RESOLUTION COMMEMORATING FILSTOP FOR 44 YEARS OF SERVICE TO THE JERSEY CITY COMMUNITY

COUNCIL AS A WHOLE offered and for moved adoption of the following resolution:

WHEREAS, **Florentina Santos** and her two sisters began selling Filipino delicacies out of their garage in Jersey City in 1971, and became so popular that they were able to open a storefront at 683 Newark Avenue just two years later in 1973; and,

WHEREAS, every day since then, the Santos family worked hard to serve the community by providing Filipino grocery items, a bakery, and even a wholesale market; and,

WHEREAS, in 2002, the bakery and wholesale divisions of the Santos business were spun off into separate ventures, leaving the original grocery, now called **FilStop**, in the hands of **Florentina Santos**; and,

WHEREAS, Jersey City's Filipino population is estimated to be 18,520, making it the largest Filipino population in New Jersey and on the East Coast of the United States, and the continued growth and success of **FilStop** is indicative of the growth of the Filipino community in Jersey City; and

WHEREAS, starting in 2015, **FilStop** began offering its goods both in-store and on-line, quickly developing a global customer base and allowing the business to truly thrive; and,

WHEREAS, the Santos family is dedicated to bringing authentic Filipino snacks, meals, and drinks to the people of Jersey City, allowing Filipino natives relive experiences from the homeland, and to introduce Jersey City natives to some of the culture of the Philippines; and,

WHEREAS, **Florentina Santos** and her husband **Oliver** have handed over control of the business to their son **Erwin Santos** and his wife **Shelia**, who one day hope to be able to pass the **FilStop** empire on to a third generation of family ownership through their daughter, **Lilly**.

NOW, THEREFORE, BE IT RESOLVED that the Members of the Jersey City Municipal Council recognize and congratulate **the Santos family** on their 44th year serving the residents of Jersey City through **FilStop** Grocery.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-705

Agenda No. 10.K

Approved: SEP 13 2017



TITLE:

A RESOLUTION COMMENDING CPL. RICHARD HAMILTON FOR HIS SERVICE TO THE UNITED STATES OF AMERICA

COUNCIL AS A WHOLE Offered and Moved for Adoption the Following Resolution:

WHEREAS, Corporal Richard Hamilton, also known as "The Artist," was born in Kingston, Jamaica in October of 1930, raised in Newark, New Jersey, and lived for more than 40 years in Jersey City, New Jersey; and,

WHEREAS, Corporal Richard Hamilton received an education focused on the arts in both high school and in college, hence the nickname "The Artist;" and,

WHEREAS, Corporal Richard Hamilton took the military oath on June 22, 1950, just three days before the United States was provoked to enter into the Korean War, and reported to Fort Dix, NJ on Monday, June 26, 1950, serving in the United States Army until his Honorable Discharge in July of 1953; and,

WHEREAS, Corporal Richard Hamilton served in the front lines of combat in Korea with Company B, 224 RCT, 40th Division with assignments including Massacre Valley, Teague, Pachung Pusan, Kung Dung Ni, Kopje-Do, Cheju-Do, and Kum Wha Valley; and,

WHEREAS, Corporal Richard Hamilton holds the distinction of being the first honor graduate to complete the Army's First Class Cooks and Bakers course; and,

WHEREAS, following his service in the United States Army, **Corporal Richard Hamilton** returned to civilian life where he became a professional artist and historian; and,

WHEREAS, Corporal Richard Hamilton is an active member of the Veterans of Foreign Wars, Shelton Post No. 2294 in Jersey City, NJ; and

WHEREAS, Corporal Richard Hamilton is a widower, and proud father of two daughters.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that **Corporal Richard Hamilton** is hereby recognized, thanked, and honored for his service to his country, and for being a most venerable resident of the City of Jersey City.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-706
Agenda No. 10.1
Approved: SEP 13 2017
TITLE:



Applauding a dedicated Puerto Rican Leader of our community David Cruz

Council as a whole, offered and moved adoption of the resolution:

WHEREAS, Puerto Rican Heritage Celebration Week was established to create an awareness and appreciation of the heritage, spirit, culture and achievements of Puerto Ricans. Puerto Ricans have enriched our nation in many fields including education, law, government, business, sports and the arts; and

WHEREAS, the Jersey City Puerto Rican Heritage Festival & Parade Inc. Committee promotes cultural awareness and pride in the heritage of members of the Puerto Rican community in Jersey City, N.J.; and

WHEREAS, the City of Jersey City and the Jersey City Puerto Rican Heritage Festival & Parade Inc. Committee work together to host special events during Puerto Rican Heritage Celebration Week. The festivities include a flag raising ceremony, a Gala Banquet and a two-day festival which offers exciting entertainment and ethnic foods. The celebration culminates with an annual parade featuring colorful costumes and fascinating floats. The annual parade is the oldest parade in Jersey City; and

WHEREAS, every year during Puerto Rican Heritage Celebration Week, the Puerto Rican Heritage Festival & Parade Inc. and the Jersey City Municipal Council honors deserving Puerto Rican individuals for their contributions to our community.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City recognizes the achievements and contributions of the Puerto Rican community to our city. We urge all residents to join the City of Jersey City and the Jersey City Puerto Rican Heritage Festival & Parade Inc. Committee in celebrating Puerto Rican heritage, culture and pride.

BE IT FURTHER RESOLVED, that the Municipal Council does hereby applaud David Cruz for his outstanding contributions to the Latino community in Ward D "The Heights".

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-707

Agenda No. 10.M

Approved: SEP 13 2017

TITLE:



A RESOLUTION COMMEMORATING THE ESTABLISHMENT KNOWN AS BRAZICKI'S TAVERN WHICH SERVED JERSEY CITY FOR 72 YEARS

COUNCIL AS A WHOLE Offered and Moved for Adoption the following Resolution:

WHEREAS, Frank Brazicki was born on March 9, 1925 to Anthony and Agnes Brazicki, all of whom relocated as a family to Jersey City in 1943; and

WHEREAS, Frank Brazicki enlisted in the United States Army and was deployed to France and Germany during the height of World War II, sustaining physically disabling wounds in combat for which he received the Infantryman Combat Badge, Bronze Star, and Purple Heart; and

WHEREAS, upon his return home in 1948, Frank brought **Brazicki's Tavern**, a small but well-known establishment located on the corner of Spruce Street and Liberty Avenue, owned then by Frank's father Anthony; and

WHEREAS, for four generations, **Brazicki's Tavern** has served as a literal family home, as the Brazickis live in the apartment upstairs from the bar and saw the Tavern as a communal living room where friends and neighbors were always welcome; and,

WHEREAS, **Brazicki's Tavern** has hosted everything from political meet-and-greets to pig roasts to funeral wakes and birthday parties over the years, leading the Brazicki family to see their regulars not as customers, but as family members; and,

WHEREAS, on September 24, 2015, the Jersey City Municipal Council ordained that the southernmost block of Liberty Avenue be designated as "Frank Brazicki Way" to commemorate the family's contributions to the neighborhood at the location of the longtime family home and business; and,

WHEREAS, after 72 years of business, **Brazicki's Tavern** will be serving its last beer on Sunday, September 3, 2017 at a farewell party, and will then pass into legendary status as one of Jersey City's unofficial but unforgotten landmark establishments.

NOW, THEREFORE BE IT RESOLVED that the Jersey City Municipal Council hereby commemorates **Brazicki's Tavern**, the Brazicki family, and the decades of customers who have been dutifully served by this beloved community establishment.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Joanne Monahan
For Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-708
Agenda No. 10.N
Approved: SEP 13 2017
TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 99 BELMONT AVENUE, BLOCK 16701, LOT 13, F/K/A BLOCK 1921, LOT 31.C

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on March 13, 2008, Leon Johnson (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to him in the amount of \$20,100.00 made under the Homeowner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 16738 at Page 00317 of the Register of Deeds for Hudson County on March 19, 2008; and

WHEREAS, the loan self-amortizes over ten (10) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 99 Belmont Avenue, also known as Block 16701, Lot 13, f/k/a Block 16997, Lot 31.C; and

WHEREAS, according to the Division of Community Development, the Borrower has paid the City the sum of \$2,010.00, which represents 10% of the loan amount, and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$20,100.00 affecting 99 Belmont Avenue, Jersey City, also known as Block 16701, Lot 13, f/k/a Block 16997, Lot 31.C

JML/he
08/29/17

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 99 Belmont Avenue, Jersey City, NJ 07304

Initiator

Department/Division:	HEDC	Community Development
Name/Title:	Bill Lenahan	Program Monitor/Grant Analyst
Phone/Email:	201-547-4728	BLenahan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of HORP/SHRP Mortgage affecting real property located at:

Property Address: 99 Belmont Avenue, Jersey City, NJ 07304

Block: 1921 Lot: 31.c

HORP/SHRP Mortgage Amount: \$20,100.00

Execution Date of HORP/SHRP Mortgage: March 13, 2008

Recording Date of HORP/SHRP Mortgage: March 19, 2008 Book: 16738 Page: 00317

Basis for Discharge of Mortgage:

X Maturity of HORP/SHRP Mortgage: March 13, 2018
Maturity Date

 Satisfaction of HORP/SHRP Mortgage:
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.


Signature of Department Director

8/28/17
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-709
Agenda No. 10.0
Approved: SEP 13 2017
TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 38 RAVINE AVENUE, A/K/A BLOCK 5001, LOT 15, F/K/A BLOCK 731, LOT 3

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on June 15, 1998, Dora Quijano (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$20,000.00 made under the First Time Homeowner Program (HOME); and

WHEREAS the Second Mortgage was recorded in Book 6718 at Page 007 of the Register of Deeds for Hudson County on September 21, 1998; and

WHEREAS, the loan self-amortizes over ten (10) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 38 Ravine Avenue, Jersey City, also known as Block 5001, Lot 15, f/k/a Block 731, Lot 3; and

WHEREAS, ten (10) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$20,000.00 affecting 38 Ravine Avenue, Jersey City, also known as Block 5001, Lot 15, f/k/a Block 731, Lot 3.

JML/he
08/28/17

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution Authorizing The Business Administrator to Execute A Discharge Of Mortgage 38 Ravine Avenue, A.K.A. Block 5001, Lot 15 and F.K.A. Block 731, Lot 3

Initiator

Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	201-547-4793	Hairstonr@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of City's mortgage because the GNHP restrictive period has expired.

I certify that all the facts presented herein are accurate.


Signature of Department Director

8/21/17
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-710
Agenda No. 10.P
Approved: SEP 13 2017
TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 142 STERLING AVENUE, BLOCK 24803, LOT 69

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on April 10, 2014, Emmanuel and Theodosia Kingsley (Borrowers) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to them in the amount of \$27,370.00 made under the Homeowner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 18354 at Page 00952 of the Register of Deeds for Hudson County on May 20, 2014; and

WHEREAS, the loan self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 142 Sterling Avenue, also known as Block 24803, Lot 69; and

WHEREAS, according to the Division of Community Development, the Borrower has paid the City the sum of \$6,842.50, which represents 25% of the loan amount, and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$27,370.00 affecting 142 Sterling Avenue, Jersey City, also known as Block 24803, Lot 69.

JML/he
08/30/17

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Joanne Monahan
for Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rafael R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 142 Sterling Avenue, Jersey City, NJ 07305

Initiator

Department/Division:	HEDC	Community Development
Name/Title:	Bill Lenahan	Program Monitor/Grant Analyst
Phone/Email:	201-547-4728	BLenahan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of HORP/SHRP Mortgage affecting real property located at:

Property Address: 142 Sterling Avenue, Jersey City, NJ 07305

Block: 24803 Lot: 69

HORP/SHRP Mortgage Amount: \$27,370.00

Execution Date of HORP/SHRP Mortgage: April 10, 2014

Recording Date of HORP/SHRP Mortgage: May 20, 2014 Book: 18354 Page: 952

Basis for Discharge of Mortgage:

X Maturity of HORP/SHRP Mortgage: April 10, 2019
Maturity Date

Satisfaction of HORP/SHRP Mortgage: _____
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.


Signature of Department Director

8/28/17
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-711

Agenda No. 10.Q

Approved: SEP 13 2017

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE REGARDING THE PROPERTY LOCATED AT 1209 SUMMIT AVENUE, UNIT #403, A/K/A BLOCK 897, LOT 10 (F/K/A BLOCK 1309, LOT 9)

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on May12, 2011, Roberta Ruiz purchased condominium Unit #403 at the property located at 1209 Summit Avenue, a/k/a Block 897, Lot 10 (f/k/a Block 1309, Lot 9) [Property]; and

WHEREAS, the Property received a municipal subsidy from the City of Jersey City [City] in the amount of \$83,333, which was secured by a mortgage and note and recorded against the Property with the County Register's Office; and

WHEREAS, the City's municipal subsidy was subject generally to the applicable guidelines under the CHOICE Program, which is administered by the New Jersey Housing Mortgage and Finance Agency; and

WHEREAS, the terms of the mortgage provide that after five (5) years the seller does not have to repay the subsidy as long as the new owner assumes occupancy within 60 days of the closing and continuously occupies the Property for one year thereafter; and

WHEREAS, the City's mortgage further provides that if the new owner fails to meet the conditions of occupancy the recipient of the subsidy, Mr. Peter, must be responsible to repay 25% of the net proceeds from the sale after deducting allowable expenses, which the City has calculated as \$28,365.39; and

WHEREAS, since the new owner has agreed to provide the City with a recorded interest in the property to ensure compliance with the one year occupancy, the City can discharge its mortgage at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Jersey City Municipal Council that:

1. The Business Administrator is authorized to execute a Discharge of Mortgage of the City Mortgage affecting property located at 1209 Summit Avenue, Unit 403 a/k/a Block 897, Lot 10 (f/k/a Block 1309, Lot 9).
2. The new owner will execute a Mortgage and Note to be recorded against the property, which requires new owner to continuously occupy the property for one year after closing.

JML

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE REGARDING THE PROPERTY LOCATED AT 1209 SUMMIT AVENUE, UNIT #403, A/K/A BLOCK 897, LOT 10 (F/K/A BLOCK 1309, LOT 9)

Initiator

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	(201) 547-4667	JFarrell@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The Property is subject to a municipal subsidy that was awarded under the CHOICE Program, which is administered by the New Jersey Housing Mortgage and Finance Agency. The terms of the City's mortgage provide that after five (5) years the seller does not have to repay the subsidy as long as the new owner assumes occupancy within 60 days of the closing and continuously occupies the Property for one year thereafter. The City's mortgage further provides that if the new owner fails to meet the conditions of occupancy the recipient of the subsidy, Mr. Ronald Peter, must be responsible to repay 25% of the net proceeds from the sale after deducting allowable expenses, which the City has calculated as \$28,365.39.

The current owner is presently in the process of selling the property and the prospective buyer has agreed to allow the City to maintain a recorded interest in the property after closing in order to ensure compliance with the one year continuous occupancy and to execute a Mortgage and Note to be recorded against the property. As a result, the City can discharge its mortgage at this time.

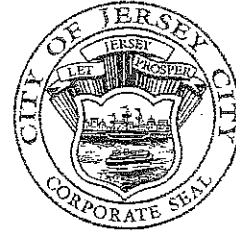
I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-712
Agenda No. 10.R
Approved: SEP 13 2017
TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE REGARDING THE PROPERTY LOCATED AT 1209 SUMMIT AVENUE, UNIT #405, A/K/A BLOCK 897, LOT 10 (F/K/A BLOCK 1309, LOT 9)

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, on July 21, 2011, Ronald Peter purchased condominium Unit #405 at the property located at 1209 Summit Avenue, a/k/a Block 897, Lot 10 (f/k/a Block 1309, Lot 9) [Property]; and

WHEREAS, the Property received a municipal subsidy from the City of Jersey City [City] in the amount of \$83,333, which was secured by a mortgage and note and recorded against the Property with the County Register's Office; and

WHEREAS, the City's municipal subsidy was subject generally to the applicable guidelines under the CHOICE Program, which is administered by the New Jersey Housing Mortgage and Finance Agency; and

WHEREAS, the terms of the mortgage provide that after five (5) years the seller does not have to repay the subsidy as long as the new owner assumes occupancy within 60 days of the closing and continuously occupies the Property for one year thereafter; and

WHEREAS, the City's mortgage further provides that if the new owner fails to meet the conditions of occupancy the recipient of the subsidy, Mr. Peter, must be responsible to repay 25% of the net proceeds from the sale after deducting allowable expenses, which the City has calculated as \$33,527.71; and

WHEREAS, since the new owner has agreed to provide the City with a recorded interest in the property to ensure compliance with the one year occupancy, the City can discharge the total amount of the subsidy.

NOW, THEREFORE, BE IT RESOLVED, by the Jersey City Municipal Council that:

1. The Business Administrator is authorized to execute a Discharge of Mortgage of the City Mortgage affecting property located at 1209 Summit Avenue, Unit 405 a/k/a Block 897, Lot 10 (f/k/a Block 1309, Lot 9).
2. The new owner will execute a Mortgage and Note to be recorded against the property, which requires new owner to continuously occupy the property for one year after closing.
3. If the City receives satisfactory proof that the new owner occupied the unit in compliance with the conditions of the mortgage, then on or before September 13, 2018, the City will release the 25% net proceeds amount.

JML

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Joanne Mon
701 Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE REGARDING THE PROPERTY LOCATED AT 1209 SUMMIT AVENUE, UNIT #405, A/K/A BLOCK 897, LOT 10 (F/K/A BLOCK 1309, LOT 9)

Initiator

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	(201) 547-4667	JFarrell@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The Property is subject to a municipal subsidy that was awarded under the CHOICE Program, which is administered by the New Jersey Housing Mortgage and Finance Agency. The terms of the City's mortgage provide that after five (5) years the seller does not have to repay the subsidy as long as the new owner assumes occupancy within 60 days of the closing and continuously occupies the Property for one year thereafter. The City's mortgage further provides that if the new owner fails to meet the conditions of occupancy the recipient of the subsidy, Mr. Ronald Peter, must be responsible to repay 25% of the net proceeds from the sale after deducting allowable expenses, which the City has calculated as \$33,527.71.

The current owner is presently in the process of selling the property and the prospective buyer has agreed to allow the City to maintain a recorded interest in the property after closing in order to ensure compliance with the one year continuous occupancy and to execute a Mortgage and Note to be recorded against the property. As a result, the City can discharge its mortgage at this time.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

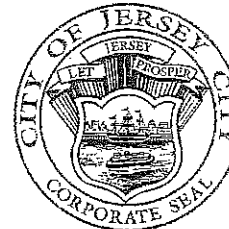
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-713

Agenda No. 10.S

Approved: SEP 13 2017

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 194 VAN HORNE STREET, A/K/A BLOCK 20102, LOT 31, F/K/A BLOCK 2042, LOT C

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, on December 11, 2001, Francisco Pereira (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to him in the amount of \$15,000.00 made under the HOME First Time Homebuyer Program (HOME); and

WHEREAS the Second Mortgage was recorded in Book 8521 at Page 00331 of the Register of Deeds for Hudson County on December 19, 2001; and

WHEREAS, the loan self-amortizes over ten (10) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 194 Van Horne Street, Jersey City, also known as Block 20102, Lot 31, f/k/a Block 2042, Lot C; and

WHEREAS, ten (10) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$15,000.00 affecting 194 Van Horne Street, Jersey City, also known as Block 20102, Lot 31, f/k/a Block 2042, Lot C.

JML/he
8/31/17

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Joanne Monahan
787 Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution Authorizing The Business Administrator to Execute A Discharge Of Mortgage 194 Van Horne Street, A.K.A. Block 20102, Lot 31 and F.K.A. Block 2042, Lot C

Initiator

Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	201-547-4793	Hairstonr@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of City's mortgage because the GNHP restrictive period has expired.

I certify that all the facts presented herein are accurate.


Signature of Department Director

8/30/17
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-714

Agenda No. 10.T

Approved: SEP 13 2017

TITLE:



RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 113 ZABRISKIE STREET, A/K/A BLOCK 3601, LOT 12, F/K/A BLOCK 859, LOT 3.4T

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, on January 28, 2005, Evelyn Nealon (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$6,000.00 made under the Home Owner Rehabilitation Program (HORP); and

WHEREAS the Second Mortgage was recorded in Book 12452 at Page 00037 of the Register of Deeds for Hudson County on February 10, 2005; and

WHEREAS, the loan self-amortizes over five (5) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 113 Zabriskie Street, Jersey City, also known as Block 3601, Lot 12, f/k/a Block 859, Lot 3.4T; and

WHEREAS, five (5) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$6,000.00 affecting 113 Zabriskie Street, Jersey City, also known as Block 3601, Lot 12, f/k/a Block 859, Lot 3.4T.

JML/he
8/23/17

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE										9.13.17	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution:

Resolution authorizing the Business Administrator to execute a Discharge of Mortgage affecting real property located at: 113 Zabriskie Street, Jersey City, NJ 07307

Initiator

Department/Division:	HEDC	Community Development
Name/Title:	Bill Lenahan	Program Monitor/Grant Analyst
Phone/Email:	201-547-4728	BLenahan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of HORP/SHRP Mortgage affecting real property located at:

Property Address: 113 Zabriskie Street, Jersey City, NJ 07307

Block: 859 Lot: 3.4T

HORP/SHRP Mortgage Amount: \$6,000.00

Execution Date of HORP/SHRP Mortgage: January 28, 2005

Recording Date of HORP/SHRP Mortgage: February 10, 2005 Book: 12452 Page: 00037

Basis for Discharge of Mortgage:

X Maturity of HORP/SHRP Mortgage: January 28, 2010
Maturity Date

 Satisfaction of HORP/SHRP Mortgage:
Payoff Amount Date Payoff Received

I certify that all the facts presented herein are accurate.


Signature of Department Director

8/21/17
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-715

Agenda No. 10. U

Approved: SEP 13 2017

TITLE:



**RESOLUTION AUTHORIZING THE BUSINESS ADMINISTRATOR TO
EXECUTE A DISCHARGE OF MORTGAGE AFFECTING 113
ZABRISKIE STREET, A/K/A BLOCK 3601, LOT 12, F/K/A BLOCK 859,
LOT 34**

COUNCIL

offered and moved adoption of the following resolution:

WHEREAS, on September 25, 1998, Evelyn Nealon (Borrower) executed a Note and Mortgage in favor of the City of Jersey City (City) to secure the City's loan to her in the amount of \$20,000.00 made under the HOME First Time Homebuyer Program (HOME); and

WHEREAS the Second Mortgage was recorded in Book 6730 at Page 00219 of the Register of Deeds for Hudson County on October 1, 1998; and

WHEREAS, the loan self-amortizes over ten (10) years provided the homeowner resides in the property and does not sell the property; and

WHEREAS, the mortgage affects property known as 113 Zabriskie Street, Jersey City, also known as Block 3601, Lot 12, f/k/a Block 859, Lot 34; and

WHEREAS, ten (10) years have passed since the loan was made and the City is obligated to execute a Discharge of Mortgage to remove the mortgage from the public record.

NOW, THEREFORE, BE IT RESOLVED, that the Business Administrator is authorized to execute a Discharge of Mortgage in the sum of \$20,000.00 affecting 113 Zabriskie Street, Jersey City, also known as Block 3601, Lot 12, f/k/a Block 859, Lot 34.

JML/he
8/31/17

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE SEP 13 2017											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution Authorizing The Business Administrator to Execute A Discharge Of Mortgage 113 Zabriskie Streete, A.K.A. Block 3601, Lot 12 and F.K.A. Block 859, Lot 3.4T

Initiator

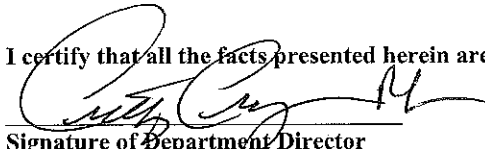
Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	201-547-4793	Hairstonr@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Discharge of City's mortgage because the GNHP restrictive period has expired.

I certify that all the facts presented herein are accurate.


Signature of Department Director

8/30/17
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-716

Agenda No. 10.V

Approved: SEP 13 2017

TITLE:



A RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, FOX PLACE; GILES AVENUE FROM PAVONIA AVENUE TO DEAD END SOUTH OF FOX PLACE AND WEST SIDE AVENUE FROM LOGAN AVENUE TO PAVONIA AVENUE BEGINNING 9:00 A.M. AND ENDING 10:00 P.M. SUNDAY, SEPTEMBER 3, 2017 FOR THE PURPOSE OF EID FESTIVAL

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Islamic Council of Hudson County to close Fox Place; Giles Avenue from Pavonia Avenue to dead end south of Fox Place and West Side Avenue from Logan Avenue to Pavonia Avenue beginning 9:00 a.m. and ending 10:00 p.m. Sunday, September 3, 2017 for the purpose of EID Festival; and

WHEREAS, in accordance with the provisions of Sections 296-71 and 296-72 and Chapter 122 Section 122-1, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73, 122-1 and 122-2 be waived; and

WHEREAS, the request to close Fox Place; Giles Avenue and West Side Avenue does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-72 (B)(2) and 296-73(D) and Chapter 122, Sections 122-1 and 122-2(C)(1) as the event as the event is sponsored by a non-resident, exceed one block and will start earlier than what is permitted; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-72 and 296-73 and Sections 122-1 and 122-2 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Fox Place; Giles Avenue from Pavonia Avenue to dead end south of Fox Place and West Side Avenue from Logan Avenue to Pavonia Avenue beginning 9:00 a.m. and ending 10:00 p.m. Sunday, September 3, 2017

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer

APPROVED: [Signature]
Business Administrator

AV:pc1
(08.22.17)

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, FOX PLACE; GILES AVENUE FROM PAVONIA AVENUE TO DEAD END SOUTH OF FOX PLACE AND WEST SIDE AVENUE FROM LOGAN AVENUE TO PAVONIA AVENUE BEGINNING 9:00 A.M. AND ENDING 10:00 P.M. SUNDAY, SEPTEMBER 3, 2017 FOR THE PURPOSE OF EID FESTIVAL

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Jessica Abdelnabbi on behalf of the Islamic Council of Hudson County, 11 Harvest Dr, Branchburg, NJ	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jenj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

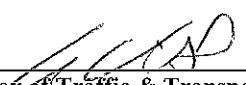
Resolution Purpose

AUTHORIZING THE CLOSURES OF FOX PLACE; GILES AVENUE FROM PAVONIA AVENUE TO DEAD END SOUTH OF FOX PLACE AND WEST SIDE AVENUE FROM LOGAN AVENUE TO PAVONIA AVENUE BEGINNING 9:00 A.M. AND ENDING 10:00 P.M. ON SUNDAY, SEPTEMBER 3, 2017

THE STREETS WERE CLOSED ON SEPTEMBER 3RD FOR THE PURPOSE OF EID FESTIVAL

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.


I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

8/24/17

Date



Department Director



Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: Fox Pl
Giles Ave, Pavonia Ave to dead end south of Fox Pl
West Side Ave, Logan Ave to Pavonia Ave

PURPOSE OF EVENT: Eid Festival

BEGINS/ENDS: 9AM/10PM
Sunday, September 3, 2017

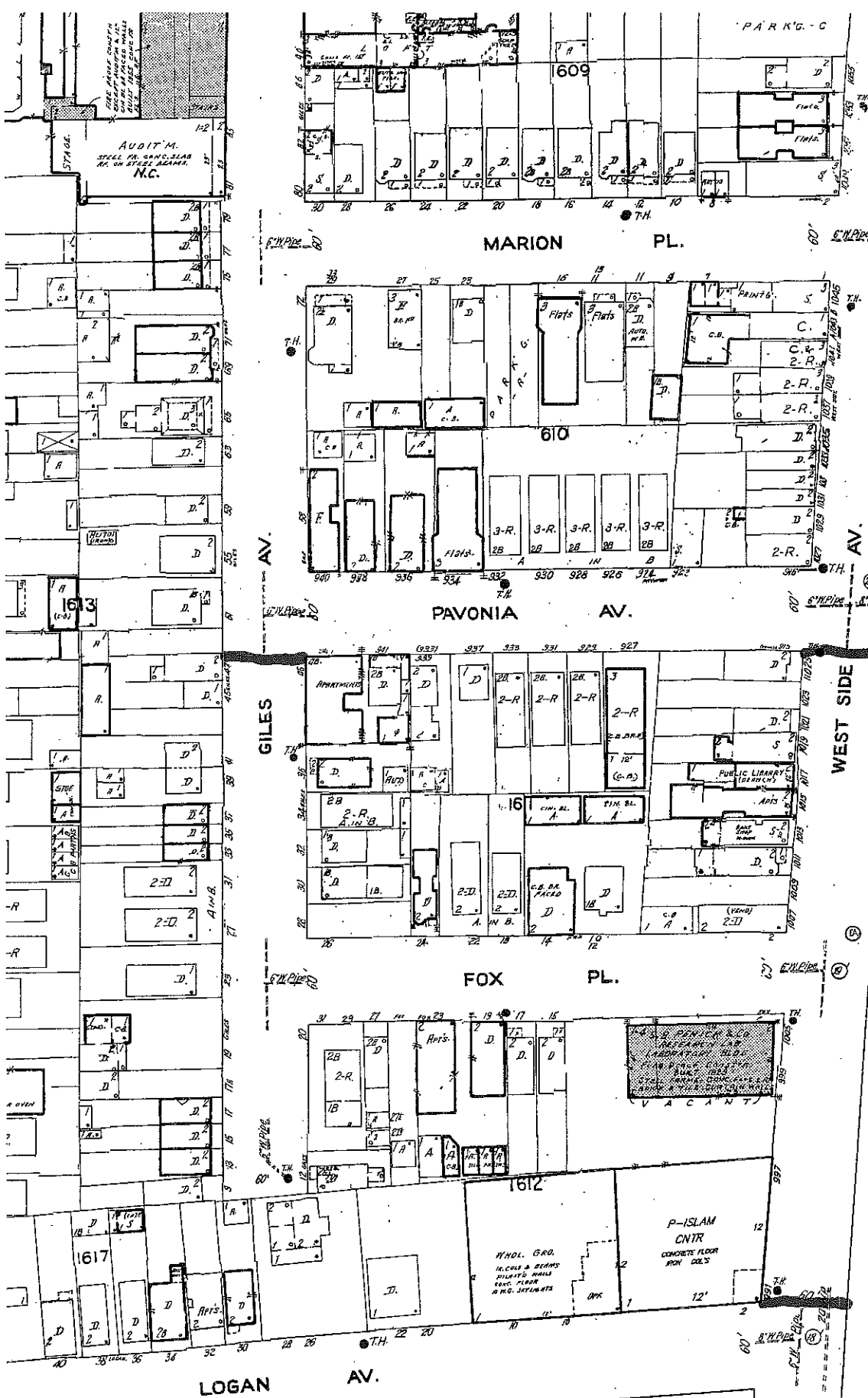
APPLICANT: Jessica Abdelnabbi

ORGANIZATION: Islamic Council of Hudson County

ADDRESS: 1 Harvest Dr, Branchburg NJ

PHONE #: none

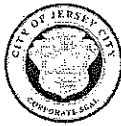
BEING WAIVED: More than one block at a time closed, nonresident, start time



22

19

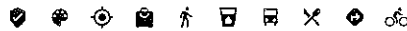
30



Steven M. Fulop
Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@jcnj.org



ART, MUSIC, FILM, DANCE, HERITAGE, #JERSEYCITY
SPECIAL EVENT APPLICATION

Signature Page - Multiple Districts



Elizabeth Cain
Director

EID FESTIVAL
EVENT NAME: 1020 WESTSIDE AVE
EVENT DATE: SEPT 3 2017
EVENT LOCATION:

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer

DocuSigned by:
Cultural Affairs Event Planner
C2E39AE6284247B... 8/3/2017

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: _____
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: _____
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: _____
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: _____
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☒ Approved ☒ Coordinate On-Duty Personnel Signature of Police Chief: _____
☐ NOT Approved ☒ Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☐ Acknowledged Date: _____ Signature of Off Duty Coordinator: _____

JERSEY CITY FIRE DEPARTMENT

☒ Approved: No Open Flame ☒ Additional Permits Required Signature of Fire Official: _____
☐ NOT Approved ☒ Fire Inspector Required Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved ☐ Coordinate On-Duty Personnel Signature of Police Director: _____
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged ☒ Pending Council Approval Signature of Traffic Engineer: _____
☐ Not Applicable ☐ Need Completed Signature Page Comments: _____ Date: _____

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold ☐ Vendor List Required Signature of Health Officer: _____
☐ Food will be Sold ☐ Health Inspector Required Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved Signature of Stage Coordinator: _____
☐ Stage: NOT Approved Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF SANITATION

☐ Approved ☐ Requiring additional form Signature of Sanitation Director: _____
☐ NOT Approved ☐ Additional fee will apply Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF PARKS & FORESTRY

☐ Request for use of Park: Approved Signature of Parks Director: _____
☐ Request for use of Park: NOT Approved Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF BUILDING & STREETS

☐ Request for Additional Barricades: Approved Signature of Building & Streets Director: _____
☐ Request for Additional Barricades: NOT Approved Comments: _____ Date: _____

JERSEY CITY DIVISION OF RISK MANAGEMENT

☐ COI is Approved ☐ Waiver request is Approved Signature of Risk Manager: _____
☐ COI is NOT Approved ☐ Waiver request is NOT Approved Comments: _____ Date: _____

JERSEY CITY DIVISION OF COMMERCE

☐ Approved Date: _____ Signature of Division of Commerce Director: _____

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-717

Agenda No. 10.W

Approved: SEP 13 2017

TITLE:



RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, TOWN SQUARE RING ROADS AND TOWN SQUARE PLACE BEGINNING 5:00 A.M. AND ENDING 2:00 P.M., SUNDAY, SEPTEMBER 17, 2017 FOR THE PURPOSE OF THE NEWPORT LIBERTY HALF MARATHON

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from Newport Property Owners Association to close Town Square Ring Roads and Town Square Place beginning 5:00 A.M. and ending 2:00 p.m., September 17, 2017 for the purpose of the Newport Liberty Half Marathon; and

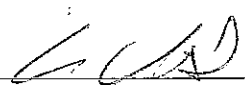
WHEREAS, in accordance with the provisions of Sections 122-1; 122-2(A); 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions; and

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71; 296-72; 296-73 and 122-1 and 122-2 be waived; and

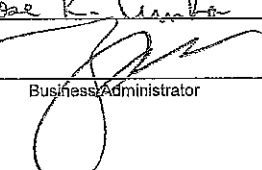
WHEREAS, the request to close both Town Square Ring Roads and Town Square Place does not meet one or more of the requirements set forth in Sections 296-71; 296-72(2)(8); 296-73(D) and Section 122-1; and 122-2(C)(1) as the street closure has been requested by a non-resident, the closure exceeds one block and the event starts earlier than what is permitted; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71; 296-72; 296-73 and Sections 122-1 and 122-2 be waived.

NOW THEREFORE IS IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of both Town Square Ring Roads and Town Square Place beginning 5:00 A.M. and ending 2:00 p.m., Sunday, September 17, 2017.

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Municipal Engineer

APPROVED: 
Business Administrator

AV:pc1
(08.11.17)

APPROVED AS TO LEGAL FORM


Corporation Counsel

Certification Required ☐

Not Required ☒

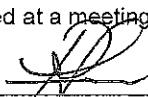
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, TOWN SQUARE RING ROADS AND TOWN SQUARE PLACE BEGINNING 5:00 A.M. AND ENDING 2:00 P.M., SUNDAY, SEPTEMBER 17, 2017 FOR THE PURPOSE OF THE NEWPORT LIBERTY HALF MARATHON

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Dan Brannen on behalf of Newport Property Owners Association, 4 Strawberry Ln, Morristown, NJ 201.665.4005	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jenj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF TOWN SQUARE RING ROADS AND TOWN SQUARE PLACE BEGINNING 5:00 A.M. AND ENDING 2:00 P.M., SUNDAY, SEPTEMBER 17, 2017

FOR THE PURPOSE OF THE NEWPORT LIBERTY HALF MARATHON

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

Department Director

8/14/17

Date

9/5/17

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: Town Sq Ring Rds, Town Sq Pl

PURPOSE OF EVENT: Newport Liberty Half Marathon

BEGINS/ENDS: **5AM/2PM**
Sunday, September 17, 2017

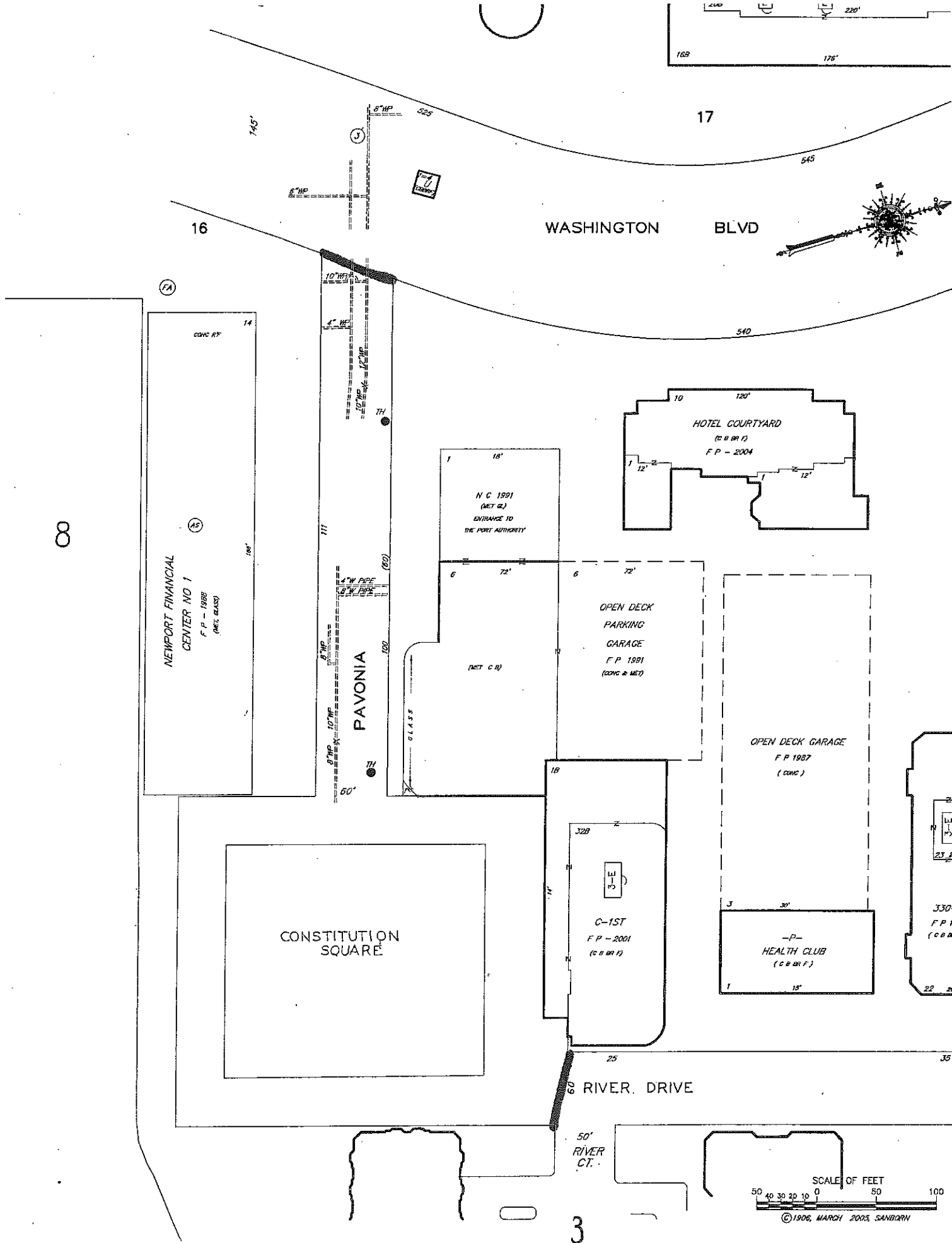
APPLICANT: Dan Brannen

ORGANIZATION: Newport Property Owners Association

ADDRESS: 4 Strawberry Ln, Morristown NJ

PHONE #: 201.665.4005

BEING WAIVED: More than 1 block @ a time closed, nonresident, start time



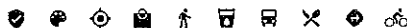


Steven M. Fulop
Mayor

CITY OF JERSEY CITY

OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@cnj.org



SPECIAL EVENT APPLICATION

Signature Page - Multiple Districts



Elizabeth Cain
Director

NEWPORT LIBERTY HALF MARATHON
EVENT NAME: TOWN SQUARE PLACE
EVENT LOCATION: TOWN SQUARE PLACE
EVENT DATE: SEPT 17 2017

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer

DocuSigned by:
Cultural Affairs Event Planner
C2E39A65264247B...
7/22/2017

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☒ Approved

☒ Coordinate On-Duty Personnel

Signature of District Commander:

DocuSigned by:
Captain Nicholas Scarbo
E10020E7EBF8A5...
8/7/2017

☐ NOT Approved

☒ Coordinate Off-Duty Personnel

Comments:

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☒ Approved

☒ Coordinate On-Duty Personnel

Signature of Police Chief:

DocuSigned by:
Deputy Chief Joseph Connors
81038960C20943...
8/9/2017

☐ NOT Approved

☒ Coordinate Off-Duty Personnel

Comments:

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☒ Acknowledged

Date: 8/9/2017

Signature of Off Duty Coordinator:

DocuSigned by:
Thomas Mahoney
FB7830AA55CF45C...
8/9/2017

JERSEY CITY FIRE DEPARTMENT

☒ Approved: No Open Flame

☐ Additional Permits Required

Signature of Fire Official:

DocuSigned by:
Dennis Nuber
8052F435D41B451...
8/9/2017

☐ NOT Approved

☐ Fire Inspector Required

Comments:

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved

☒ Coordinate On-Duty Personnel

Signature of Police Director:

DocuSigned by:
Bill O'Donnell
53831B8E8A7640E...
8/10/2017

☐ NOT Approved

☒ Coordinate Off-Duty Personnel

Comments:

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged

☒ Pending Council Approval

Signature of Traffic Engineer:

DocuSigned by:
Monte Zucker
AF187F1CEA1348...
8/10/2017

☐ Not Applicable

☐ Need Completed Signature Page

Comments:

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold

☐ Vendor List Required

Signature of Health Officer:

☐ Food will be Sold

☐ Health Inspector Required

Comments:

Date:

JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved

Signature of Stage Coordinator:

☐ Stage: NOT Approved

Comments:

Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF SANITATION

☐ Approved

☐ Requiring additional form

Signature of Sanitation Director:

☐ NOT Approved

☐ Additional fee will apply

Comments:

Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF PARKS & FORESTRY

☐ Request for use of Park: Approved

Signature of Parks Director:

☐ Request for use of Park: NOT Approved

Comments:

Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF BUILDING & STREETS

☐ Request for Additional Barricades: Approved

Signature of Building & Streets Director:

☐ Request for Additional Barricades: NOT Approved

Comments:

Date:

JERSEY CITY DIVISION OF RISK MANAGEMENT

☐ COI is Approved

☐ Waiver request is Approved

Signature of Risk Manager:

☐ COI is NOT Approved

☐ Waiver request is NOT Approved

Comments:

Date:

JERSEY CITY DIVISION OF COMMERCE

☐ Approved

Date:

Signature of Division of Commerce Director:

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-718

Agenda No. 10-X

Approved: SEP 13 2017

TITLE:



A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING 2:00 P.M. AND ENDING 7:00 P.M. SUNDAY, SEPTEMBER 17, 2017 FOR THE PURPOSE OF THE KATYN MEMORIAL SERVICE

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from Katyn Forrest Massacre Memorial Committee to close Exchange Place beginning 2:00 p.m. and ending 7:00 p.m. Sunday, September 17, 2017 for the purpose of the Katyn Memorial Service; and

WHEREAS, in accordance with the provisions of Section 122-1, 122-3, 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and 122-1 be waived; and

WHEREAS, the request to close Exchange Place does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D) and 122-1 as the event as the event is sponsored by a non-resident; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-73 and 122-1 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning 2:00 p.m. and ending 7:00 p.m. Sunday, September 17, 2017.

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

AV:pcj
(08.11.17)

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING 2:00 P.M. AND ENDING 7:00 P.M. SUNDAY, SEPTEMBER 17, 2017 FOR THE PURPOSE OF THE KATYN MEMORIAL SERVICE

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Krys Nowak on behalf of Katyn Forrest Massacre Memorial Committee, Inc., PO Box 1602 208, Cranford, NJ	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jenj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING 2:00 P.M. AND ENDING 7:00 P.M. SUNDAY, SEPTEMBER 17, 2017

FOR THE PURPOSE OF THE KATYN MEMORIAL SERVICE

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

Department Director

8/14/17
Date

9/18/17
Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: Exchange Pl

PURPOSE OF EVENT: Katyn Memorial Service

BEGINS/ENDS: 2PM/7PM
Sunday, September 17, 2017

APPLICANT: Krys Nowak

ORGANIZATION: Katyn Forrest Massacre Memorial Committee Inc

ADDRESS: PO Box 1602 208, Cranford NJ

PHONE #: none

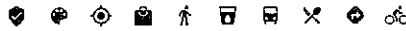
BEING WAIVED: Nonresident



Steven M. Fulop
Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@cnj.org



SPECIAL EVENT APPLICATION

Signature Page - Multiple Districts



Elizabeth Cain
Director

EVENT NAME: KATYN MEMORIAL SERVICE **EVENT DATE:** SEPT 17 2017
EVENT LOCATION: EXCHANGE PLACE PLAZA

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer

DocuSigned by:

Cultural Affairs Event Planner
7/22/2017

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

Captain Nicholas Scerbo

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

E1002DE7E8F6455 Date: 8/2/2017

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Chief:

Deputy Chief Joseph Commars

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

81088983C2C84F Date: 8/2/2017

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☒ Acknowledged

Date: 8/3/2017

Signature of Off Duty Coordinator:

Thomas Mahoney

JERSEY CITY FIRE DEPARTMENT

☒ Approved: No Open Flame

☐ Additional Permits Required

Signature of Fire Official:

Dennis Nuber

☐ NOT Approved

☐ Fire Inspector Required

Comments:

6052F438D41B4E Date: 8/3/2017

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Director:

Bill O'Donnell

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

53631BBE8A764E Date: 8/10/2017

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged

☒ Pending Council Approval

Signature of Traffic Engineer:

Monte Zucker

☐ Not Applicable

☐ Need Completed Signature Page

Comments:

AF1B7F1CEA134E Date: 8/10/2017

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold

☐ Vendor List Required

Signature of Health Officer:

☐ Food will be Sold

☐ Health Inspector Required

Comments:

Date:

JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved

Signature of Stage Coordinator:

☐ Stage: NOT Approved

Comments:

Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF SANITATION

☐ Approved

☐ Requiring additional form

Signature of Sanitation Director:

☐ NOT Approved

☐ Additional fee will apply

Comments:

Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF PARKS & FORESTRY

☐ Request for use of Park: Approved

Signature of Parks Director:

☐ Request for use of Park: NOT Approved

Comments:

Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF BUILDING & STREETS

☐ Request for Additional Barricades: Approved

Signature of Building & Streets Director:

☐ Request for Additional Barricades: NOT Approved

Comments:

Date:

JERSEY CITY DIVISION OF RISK MANAGEMENT

☐ COI is Approved

☐ Waiver request is Approved

Signature of Risk Manager:

☐ COI is NOT Approved

☐ Waiver request is NOT Approved

Comments:

Date:

JERSEY CITY DIVISION OF COMMERCE

☐ Approved

Date:

Signature of Division of Commerce Director:

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-719

Agenda No. 10.Y

Approved: SEP 13 2017



TITLE:

**A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET
MARTIN LUTHER KING DRIVE FROM McADOO AVENUE TO WARNER AVENUE
BEGINNING 1:00 P.M. AND ENDING 8:00 P.M. SUNDAY, SEPTEMBER 17, 2017 AT
THE REQUEST OF HEAVENLY TEMPLE COGIC FOR THE PURPOSE OF A
COMMUNITY OUTDOOR FAIR**

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from Heavenly Temple COGIC to close Martin Luther King Drive from McAdoo Avenue to Warner Avenue beginning 1:00 p.m. and ending 8:00 p.m. Sunday, September 17, 2017 for the purpose of the a Community Outdoor Fair; and

WHEREAS, in accordance with the provisions of Section 122-8, 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and 122-8 be waived; and

WHEREAS, the request to close Martin Luther King Drive does not meet one or more of the requirements set forth in Sections 296-73(D) and 122-3(1) as the event as the event is ending later than what is permitted; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-73 and 122-8 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Martin Luther King Drive from McAdoo Avenue to Warner Avenue beginning 1:00 p.m. and ending 8:00 p.m. Sunday, September 18, 2017.

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

AV:pcl
(08.30.17.17)

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RECREATIONAL EVENT STREET CLOSURE

BLOCK: Martin Luther King Dr, McAdoo Ave to Warner Ave

PURPOSE OF EVENT: Community Outdoor Fair

BEGINS/ENDS: 1PM/8PM
Sunday, September 17, 2017

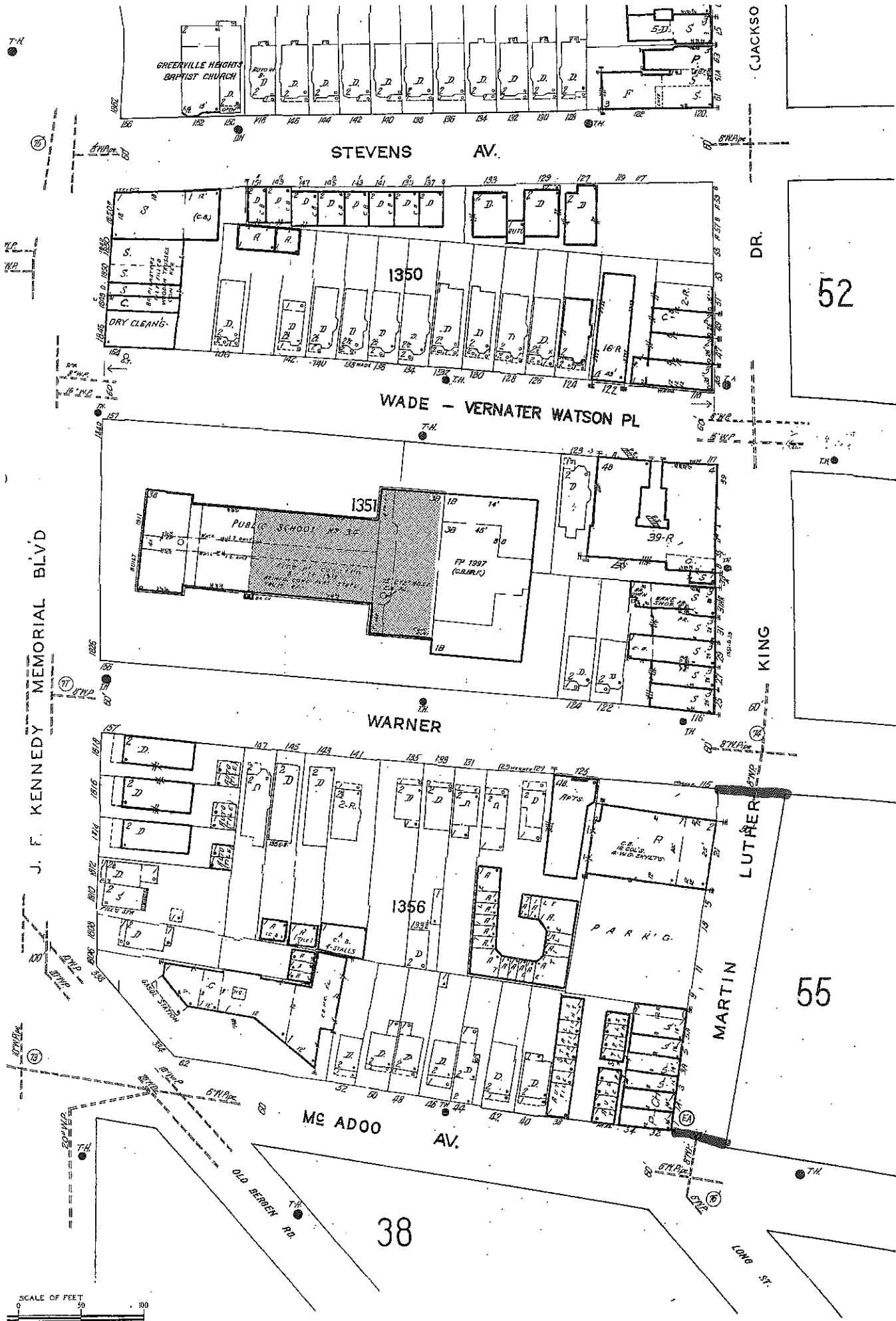
APPLICANT: Michael Darby

ORGANIZATION: Heavenly Temple COGIC

ADDRESS: 15-21 Martin Luther King Dr, Jersey City NJ

PHONE #: 201.332.8974

BEING WAIVED: End time



SCALE OF FEET
0 50 100
12 MARCH 2005, SANBORN

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, MARTIN LUTHER KING DRIVE FROM McADOO AVENUE TO WARNER AVENUE BEGINNING 1:00 P.M. AND ENDING 8:00 P.M. SUNDAY, SEPTEMBER 17, 2017 AT THE REQUEST OF HEAVENLY TEMPLE COGIC FOR THE PURPOSE OF A COMMUNITY OUTDOOR FAIR

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Michael Darby on behalf of Heavenly Temple COGIC, 15-21 Martin Luther King Drive, JCNJ 201.332.8974	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)


Resolution Purpose

AUTHORIZING THE CLOSING OF MARTIN LUTHER KING DRIVE FROM McADOO AVENUE TO WARNER AVENUE BEGINNING 1:00 P.M. AND ENDING 8:00 P.M. SUNDAY, SEPTEMBER 17, 2017


FOR THE PURPOSE OF A COMMUNITY OUTDOOR FAIR

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation



Department Director

8/30/17
Date

9/5/17
Date



Steven M. Fulop
Mayor

CITY OF JERSEY CITY

OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201) 547-6921 culturalaffairs@jcnj.org



ART, MUSIC, FILM, DANCE, HERITAGE. #JERSEYCITY

SPECIAL EVENT APPLICATION

AMENDMENT



Christine Goodman
Director

HEAVENLY TEMPLE COMMUNITY OUTDOOR FAIR - NEW DATE - SEPT 17 2017

EVENT NAME:

DESCRIPTION / REASON FOR AMENDMENT:

ORGANIZER MISTAKENLY FILLED OUT APP FOR WRONG DATE. CORRECT DATE IS SEPT 17 2017

ORIGINAL APP DENIED STREET CLOSURE OF MLK. CAPTAIN FLORA WILL SIGN OFF AFTER SPEAKING WITH ORGANIZER.

THE STREET CLOSURE IS STILL PENDING COUNCIL APPROVAL. PLEASE SIGN OFF ASAP AS THE AGENDA CLOSSES 8/31.

OFFICE OF CULTURAL AFFAIRS REVIEWER



DocuSigned by:

Cultural Affairs Event Planner 8/25/2017

C2E39AE6294247B...

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

DocuSigned by:

Captain Nicola Flora 8/28/2017

6344899B601749B...

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

DocuSigned by:

Deputy Chief Joseph Connors 8/30/2017

81088989C2C9477...

JERSEY CITY POLICE DEPARTMENT: PARADE COORDINATOR

JERSEY CITY POLICE DEPARTMENT: OFF DUTY COORDINATOR

JERSEY CITY FIRE DEPARTMENT: FIRE OFFICIAL

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

DocuSigned by:

Monte Zucker 8/30/2017

AF1B7F1CEA13494...

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

JERSEY CITY DEPARTMENT OF RECREATION

JERSEY CITY DPW: DIRECTOR'S OFFICE

JERSEY CITY DIVISION OF RISK MANAGEMENT

JERSEY CITY DIVISION OF COMMERCE

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-720

Agenda No. 10.Z

Approved: SEP 13 2017

TITLE:



A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING NOON AND ENDING 10:30 P.M. SATURDAY, SEPTEMBER 23, 2017 FOR THE PURPOSE OF THE SUMMER CLOSE OUT

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from Sidewalk University to close Exchange Place beginning Noon and ending 10:30 p.m. Saturday, September 23, 2017 for the purpose of the Summer Close Out; and

WHEREAS, in accordance with the provisions of Section 122-1, 122-3, 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and 122-1 be waived; and

WHEREAS, the request to close Exchange Place does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D) and 122-1 as the event as the event is sponsored by a non-resident; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-73 and 122-1 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Exchange Place beginning Noon and ending 10:30 p.m. Saturday, September 23, 2017.

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐

Not Required ☒

APPROVED 9-0

AV:pc1
(08.11.17)

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]

Rolando R. Lavarro, Jr., President of Council

[Signature]

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, EXCHANGE PLACE BEGINNING NOON AND ENDING 10:30 P.M. SATURDAY, SEPTEMBER 23, 2017 FOR THE PURPOSE OF THE SUMMER CLOSE OUT

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Meia Perkins/Ricky Clark on behalf of Sidewalk University, 15 Hudson Ave, Maplewood, NJ	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jenj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

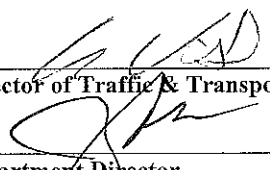
Resolution Purpose

AUTHORIZING THE CLOSING OF EXCHANGE PLACE BEGINNING NOON AND ENDING 10:30 P.M. SATURDAY, SEPTEMBER 23, 2017

FOR THE PURPOSE OF THE SUMMER CLOSE OUT

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.


Director of Traffic & Transportation


Department Director

8/14/17
Date

9/5/17
Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: Exchange Pl

PURPOSE OF EVENT: Summer Close Out

BEGINS/ENDS: Noon/10:30PM
Saturday, September 23, 2017

APPLICANTS: Meia Perkins/Ricky Clark

ORGANIZATION: Sidewalk University

ADDRESS: 15 Hudson Ave, Maplewood NJ

PHONE #: none

BEING WAIVED: nonresident

HUDSON ST 6

NEW SHEET
NOV 1930
UNIT #1

8, 11 & 15

HARBORSIDE FINANCIAL CENTER

CHRISTOPHER COLUMBUS
DR. (RAILROAD AV.)

AREA SOUTH OF RAILROAD
AV URBAN RENEWAL SITE

HUDSON

ST NJ TRANSIT TRAM LINE

EXCHANGE PL.

1ST NATIONAL BANK BLDG

COMMERCIAL TRUST YORK

NOL CENTER

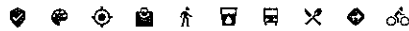
PATH STA.
(CONC. & IRON)



Steven M. Fulop
Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@cnj.org



ART. MUSIC. FILM. DANCE. HERITAGE. #JERSEYCITY SPECIAL EVENT APPLICATION

Signature Page - Multiple Districts



Elizabeth Cain
Director

SIDEWALK UNIVERSITY - SUMMER CLOSE OUT

SEPT 23 2017

EVENT NAME:

EXCHANGE PLACE PLAZA

EVENT DATE:

EVENT LOCATION:

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer

DocuSigned by:
Cultural Affairs Event Planner
C2E99A662942476... 7/22/2017

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

DocuSigned by:
Captain Nicholas Scarbo
E1002DE7EBF455... 8/2/2017

☐ NOT Approved

☒ Coordinate Off-Duty Personnel

Comments:

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Chief:

DocuSigned by:
Deputy Chief Joseph Connors
81086839C2C8A9... 8/2/2017

☐ NOT Approved

☒ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☐ Acknowledged

Date: 8/9/2017

Signature of Off Duty Coordinator:

DocuSigned by:
Thomas Maloney
FB783DA55CF45C... 8/9/2017

JERSEY CITY FIRE DEPARTMENT

☒ Approved: No Open Flame

☐ Additional Permits Required

Signature of Fire Official:

DocuSigned by:
Dennis Niles
6052F438041B4E1... 8/9/2017

☐ NOT Approved

☐ Fire Inspector Required

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Director:

DocuSigned by:
Bill O'Donnell
53631BB66A7640E... 8/10/2017

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged

☒ Pending Council Approval

Signature of Traffic Engineer:

DocuSigned by:
Monte Zuber
AF1B7F1CEA13404... 8/10/2017

☐ Not Applicable

☐ Need Completed Signature Page

Comments:

Date:

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold

☐ Vendor List Required

Signature of Health Officer:

☐ Food will be Sold

☐ Health Inspector Required

Comments:

Date:

JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved

Signature of Stage Coordinator:

☐ Stage: NOT Approved

Comments:

Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF SANITATION

☐ Approved

☐ Requiring additional form

Signature of Sanitation Director:

☐ NOT Approved

☐ Additional fee will apply

Comments:

Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF PARKS & FORESTRY

☐ Request for use of Park: Approved

Signature of Parks Director:

☐ Request for use of Park: NOT Approved

Comments:

Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF BUILDING & STREETS

☐ Request for Additional Barricades: Approved

Signature of Building & Streets Director:

☐ Request for Additional Barricades: NOT Approved

Comments:

Date:

JERSEY CITY DIVISION OF RISK MANAGEMENT

☐ COI is Approved

☐ Waiver request is Approved

Signature of Risk Manager:

☐ COI is NOT Approved

☐ Waiver request is NOT Approved

Comments:

Date:

JERSEY CITY DIVISION OF COMMERCE

☐ Approved

Date:

Signature of Division of Commerce Director:

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-721

Agenda No. 10.Z.1

Approved: SEP 13 2017

TITLE:



A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, OGDEN AVENUE FROM GRIFFITH STREET TO BOWERS STREET BEGINNING 10:00 A.M. AND ENDING 7:00 P.M. SATURDAY, SEPTEMBER 23, 2017 FOR THE PURPOSE OF THE A FLEA MARKET & PARK FEST

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Riverview Neighborhood Association to close Ogden Avenue from Griffith Street to Bowers Street beginning 10:00 a.m. and ending 7:00 p.m. Saturday, September 23, 2017 for the purpose of Flea Market & Park Fest; and

WHEREAS, in accordance with the provisions of Section 122-1, 122-3, 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and 122-1 be waived; and

WHEREAS, the request to close Ogden Avenue does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D) and 122-1 as the event as the event is sponsored by a non-resident; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-73 and 122-1 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of Ogden Avenue from Griffith Street to Bowers Street beginning 10:00 a.m. and ending 7:00 p.m. Saturday, September 23, 2017.

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer
APPROVED: [Signature]
Business Administrator

AV:pc1
(08.11.17)

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, OGDEN AVENUE FROM GRIFFITH STREET TO BOWERS STREET BEGINNING 10:00 A.M. AND ENDING 7:00 P.M. SATURDAY, SEPTEMBER 23, 2017 FOR THE PURPOSE OF THE A FLEA MARKET & PARK FEST

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Kern Weissman on behalf of the Riverview Neighborhood Association, 576 Palisade Avenue, JCNJ 201.472.5148	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

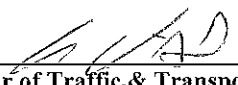
Resolution Purpose

AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, OGDEN AVENUE FROM GRIFFITH STREET TO BOWERS STREET BEGINNING 10:00 A.M. AND ENDING 7:00 P.M. SATURDAY, SEPTEMBER 23, 2017

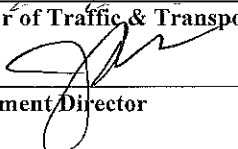
FOR THE PURPOSE OF THE A FLEA MARKET & PARK FEST

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation



Department Director

8/14/17

Date

2/5/17

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: Ogden Ave, Griffith St to Bowers St

PURPOSE OF EVENT: Flea Market & Park Fest

BEGINS/ENDS: 10AM/7PM
Saturday, September 23, 2017

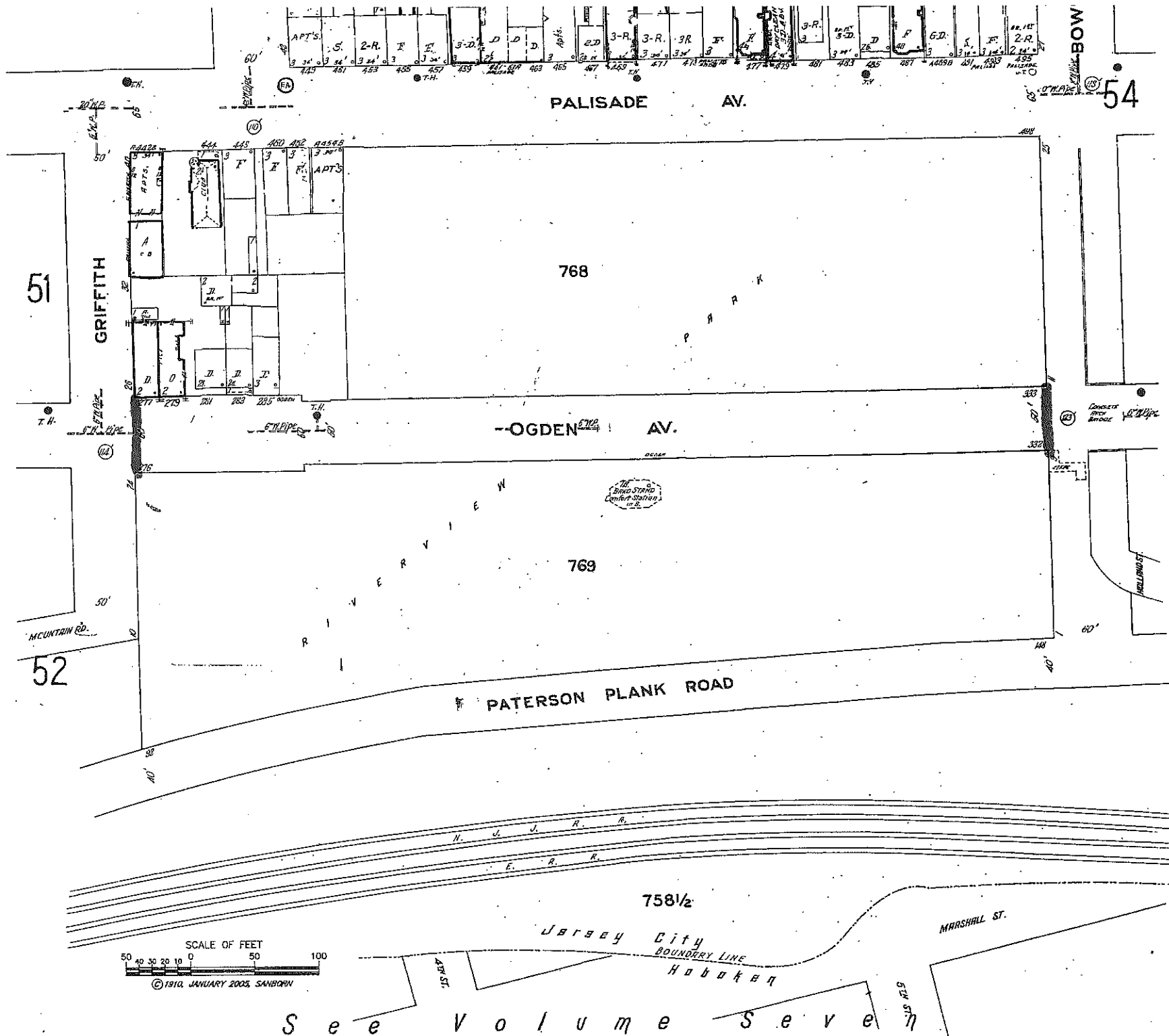
APPLICANT: Kern Weissman

ORGANIZATION: Riverview Neighborhood Association

ADDRESS: 576 Palisade Ave, Jersey City NJ

PHONE #: 201.472.5148

BEING WAIVED: nonresident

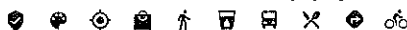




Steven M. Fulop
Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@cnj.org



ART, MUSIC, FILM, DANCE, HERITAGE. #JERSEYCITY
SPECIAL EVENT APPLICATION

Signature Page - Multiple Districts



Elizabeth Cain
Director

RIVERVIEW PARK FLEA MARKET & PARK FEST

SEPT 23 2017

EVENT NAME:

EVENT DATE:

EVENT LOCATION:

RIVERVIEW PARK

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer

DocuSigned by:
Cultural Affairs Event Planner
8/5/2017
C2E39AE6294247B...

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☒ Approved

☒ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

DocuSigned by:
H. E. French
8/7/2017
FD383066AD71485...

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☐ Approved

☒ Coordinate On-Duty Personnel

Signature of Police Chief:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

DocuSigned by:
Deputy Chief Joseph Connors
8/9/2017
81088986C2C94F7...

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☒ Acknowledged

Date: 8/9/2017

Signature of Off Duty Coordinator:

DocuSigned by:
Thomas Mahoney
8/9/2017
FB7830AA55CF45C...

JERSEY CITY FIRE DEPARTMENT

☒ Approved: No Open Flame

☐ Additional Permits Required

Signature of Fire Official:

☐ NOT Approved

☐ Fire Inspector Required

Comments:

Date:

DocuSigned by:
Dennis Naber
8/9/2017
8052F438041B454...

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Director:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

DocuSigned by:
Bill O'Donnell
8/10/2017
53631BBE8A7810E...

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged

☒ Pending Council Approval

Signature of Traffic Engineer:

☐ Not Applicable

☐ Need Completed Signature Page

Comments:

Date:

DocuSigned by:
Monte Butler
8/10/2017
AF1B7F1CEA1348E...

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold

☐ Vendor List Required

Signature of Health Officer:

☐ Food will be Sold

☐ Health Inspector Required

Comments:

Date:

JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved

Signature of Stage Coordinator:

☐ Stage: NOT Approved

Comments:

Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF SANITATION

☐ Approved

☐ Requiring additional form

Signature of Sanitation Director:

☐ NOT Approved

☐ Additional fee will apply

Comments:

Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF PARKS & FORESTRY

☐ Request for use of Park: Approved

Signature of Parks Director:

☐ Request for use of Park: NOT Approved

Comments:

Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF BUILDING & STREETS

☐ Request for Additional Barricades: Approved

Signature of Building & Streets Director:

☐ Request for Additional Barricades: NOT Approved

Comments:

Date:

JERSEY CITY DIVISION OF RISK MANAGEMENT

☐ COI is Approved

☐ Waiver request is Approved

Signature of Risk Manager:

☐ COI is NOT Approved

☐ Waiver request is NOT Approved

Comments:

Date:

JERSEY CITY DIVISION OF COMMERCE

☐ Approved

Date:

Signature of Division of Commerce Director:

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-722
Agenda No. 10.Z.2
Approved: SEP 13 2017
TITLE:



A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET YORK STREET FROM JERSEY AVENUE TO BARROW STREET BEGINNING 8:30 A.M. AND ENDING 6:00 P.M. SUNDAY, SEPTEMBER 24, 2017 AT THE REQUEST OF THE JERSEY CITY FREE PUBLIC LIBRARY FOR THE PURPOSE OF THE TALES OUR CITIES BOOK FESTIVAL

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Jersey City Free Public Library to close York Street from Jersey Avenue to Barrow Street beginning 8:30 a.m. and ending 6:00 p.m. Sunday, September 24, 2017 for the purpose of the Tales of Our Cities Book Festival; and

WHEREAS, in accordance with the provisions of Section 122-1, 122-3, 296-71 and 296-72, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73; and 122-2 be waived; and

WHEREAS, the request to close York Street does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-73(D) and 122-2(1) as the event as the event is sponsored by a non-resident and the event will begin earlier than what is permitted; and

WHEREAS, the closing of the aforementioned street will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-73 and 122-2 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of York Street from Jersey Avenue to Barrow Street beginning 8:30 a.m. and ending 6:00 p.m. Sunday, September 24, 2017.

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer
APPROVED: [Signature]
Business Administrator

AV:pci
(08.30.17)

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9-13-17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF A MUNICIPAL STREET, YORK STREET FROM JERSEY AVENUE TO BARROW STREET BEGINNING 8:30 A.M. AND ENDING 6:00 P.M. SUNDAY, SEPTEMBER 24, 2017 AT THE REQUEST OF THE JERSEY CITY FREE PUBLIC LIBRARY FOR THE PURPOSE OF THE TALES OUR CITIES BOOK FESTIVAL

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Shane Smith on behalf of the Jersey City Free Public Library, 472 Jersey Avenue, JCNJ 201.547.4579	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF A MUNICIPAL STREET YORK STREET FROM JERSEY AVENUE TO BARROW STREET BEGINNING 8:30 A.M. AND ENDING 6:00 P.M. SUNDAY, SEPTEMBER 24, 2017

FOR THE PURPOSE OF THE TALES OUR CITIES BOOK FESTIVAL

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation



Department Director

8/30/17
Date

9/5/17
Date

RECREATIONAL EVENT STREET CLOSURE

BLOCK: York St, Jersey Ave to Barrow St

PURPOSE OF EVENT: Tales of Our Cities Book Festival

BEGINS/ENDS: 8:30AM/6PM
Sunday, September 24, 2017

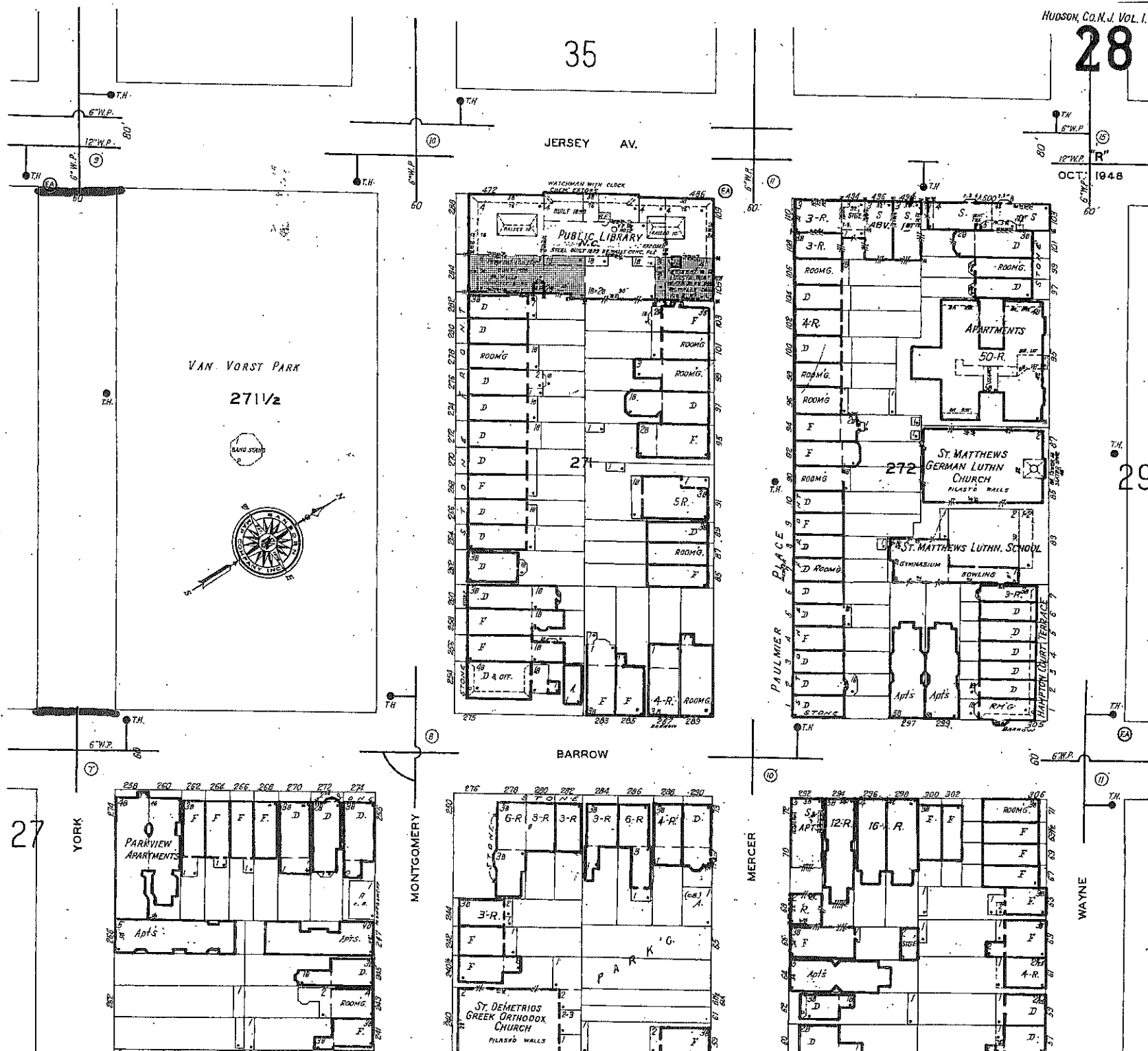
APPLICANT: Shane Smith

ORGANIZATION: Jersey City Free Public Library

ADDRESS: 472 Jersey Ave, Jersey City NJ

PHONE #: 201.547.4579

BEING WAIVED: Nonresident, start time



Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-723

Agenda No. 10.Z.3

Approved: SEP 13 2017

TITLE:



A RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, EXCHANGE PLACE AND MONTGOMERY STREET FROM HUDSON STREET TO GREENE STREET BEGINNING 8:00 A.M. AND ENDING 11:00 P.M. SATURDAY, SEPTEMBER 30, 2017 FOR THE PURPOSE OF THE JC IRISH FESTIVAL

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the JC St. Patrick's Day Parade Committee to close both Exchange Place and Montgomery Street from Hudson Street to Greene Street beginning 8:00 a.m. and ending 11:00 p.m. Saturday, September 30, 2017 for the purpose of the JC Irish Festival; and

WHEREAS, in accordance with the provisions of Sections 296-71 and 296-72 and Chapter 122 Section 122-1, a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73, 122-1 and 122-2 be waived; and

WHEREAS, the request to close both Exchange Place and Montgomery Street does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-72 (B)(2) and 296-73(D) and Chapter 122, Sections 122-1 and 122-2(C)(1) as the event as the event is sponsored by a non-resident, exceed one block and will start earlier than what is permitted; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-72 and 296-73 and Sections 122-1 and 122-2 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of both Exchange Place and Montgomery Street from Hudson Street to Greene Street beginning 8:00 a.m. and ending 11:00 p.m. Saturday, September 30, 2017.

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer

APPROVED: [Signature]
Business Administrator

AV:pcl
(08.11.17)

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, EXCHANGE PLACE AND MONTGOMERY STREET FROM HUDSON STREET TO GREENE STREET BEGINNING 8:00 A.M. AND ENDING 11:00 P.M. SATURDAY, SEPTEMBER 30, 2017 FOR THE PURPOSE OF THE JC IRISH FESTIVAL

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Maureen Killeen Hulings on behalf of the JC St. Patrick's Day Parade Committee, 23 Chapel Avenue, JCNJ 201.618.3200	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

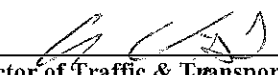
Resolution Purpose

AUTHORIZING THE CLOSING OF EXCHANGE PLACE AND MONTGOMERY STREET FROM HUDSON STREET TO GREENE STREET BEGINNING 8:00 A.M. AND ENDING 11:00 P.M. SATURDAY, SEPTEMBER 30, 2017

FOR THE PURPOSE OF THE JC IRISH FESTIVAL

Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

8/14/17

Date



Department Director

9/1/17

Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: Exchange Pl, Montgomery St from Hudson St to Greene St

PURPOSE OF EVENT: JC Irish Festival

BEGINS/ENDS: 8AM/11PM
Saturday, September 30, 2017

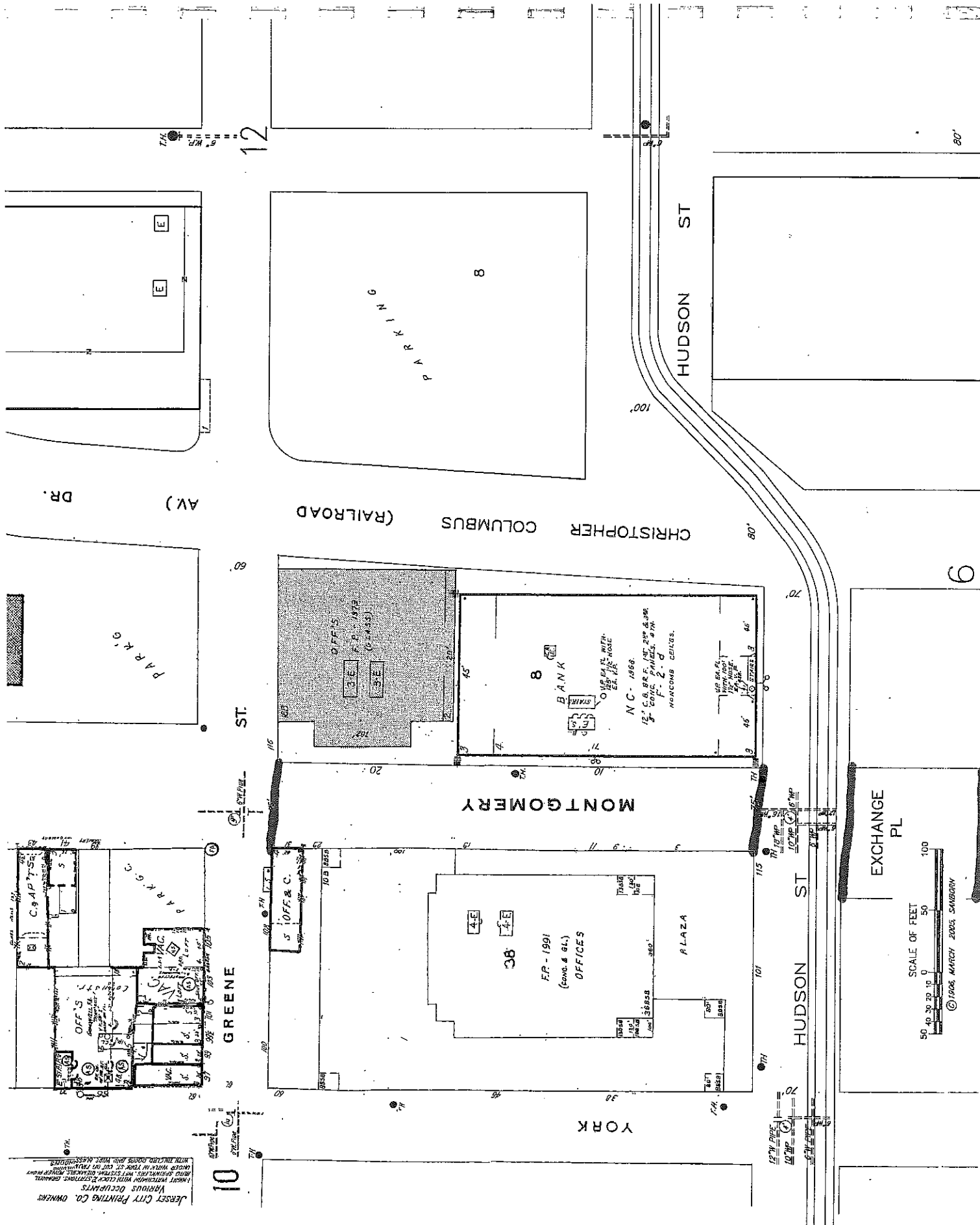
APPLICANT: Maureen Killeen Hulings

ORGANIZATION: JC St Patrick's Day Parade Committee

ADDRESS: 23 Chapel Ave, Jersey City NJ

PHONE #: 201.618.3200

BEING WAIVED: More than 1 block @ a time closed, nonresident, start time





Steven M. Fulop
Mayor

CITY OF JERSEY CITY OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@cnj.org



ART, MUSIC, FILM, DANCE, HERITAGE, #JERSEYCITY
SPECIAL EVENT APPLICATION

Signature Page - Multiple Districts



Elizabeth Cain
Director

JC IRISH FESTIVAL

SEPT 30 2017

EVENT NAME: EXCHANGE PLACE & MONTGOMERY STREET **EVENT DATE:**

EVENT LOCATION:

OFFICE OF CULTURAL AFFAIRS REVIEWER



Initials of CA Reviewer

DocuSigned by:

Cultural Affairs Event Planner
7/20/2017

C2E98A6294247B

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

DocuSigned by:

Captain Nicholas Scarbo
8/1/2017

E1002DE7E0F6A55

☐ NOT Approved

☒ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved

☐ Coordinate On-Duty Personnel

Signature of District Commander:

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Chief:

DocuSigned by:

Deputy Chief Joseph Connors
8/1/2017

E1002DE7E0F6A55

☐ NOT Approved

☒ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☒ Acknowledged

Date: 8/2/2017

Signature of Off Duty Coordinator:

DocuSigned by:

Thomas Maloney
8/2/2017

FB783DA455CF46C

JERSEY CITY FIRE DEPARTMENT

☒ Approved: No Open Flame

☒ Additional Permits Required

Signature of Fire Official:

DocuSigned by:

Dennis Naber
8/3/2017

8062F438041B4E1

☐ NOT Approved

☒ Fire Inspector Required

Comments:

Date:

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved

☐ Coordinate On-Duty Personnel

Signature of Police Director:

DocuSigned by:

Bill O'Donnell
8/10/2017

E3631BBE8A780E

☐ NOT Approved

☐ Coordinate Off-Duty Personnel

Comments:

Date:

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged

☒ Pending Council Approval

Signature of Traffic Engineer:

DocuSigned by:

Monte Zuber
8/10/2017

AF187F1CEA1340

☐ Not Applicable

☐ Need Completed Signature Page

Comments:

Date:

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold

☐ Vendor List Required

Signature of Health Officer:

☐ Food will be Sold

☐ Health Inspector Required

Comments:

Date:

JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved

Signature of Stage Coordinator:

☐ Stage: NOT Approved

Comments:

Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF SANITATION

☐ Approved

☐ Requiring additional form

Signature of Sanitation Director:

☐ NOT Approved

☐ Additional fee will apply

Comments:

Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF PARKS & FORESTRY

☐ Request for use of Park: Approved

Signature of Parks Director:

☐ Request for use of Park: NOT Approved

Comments:

Date:

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF BUILDING & STREETS

☐ Request for Additional Barricades: Approved

Signature of Building & Streets Director:

☐ Request for Additional Barricades: NOT Approved

Comments:

Date:

JERSEY CITY DIVISION OF RISK MANAGEMENT

☐ COI is Approved

☐ Waiver request is Approved

Signature of Risk Manager:

☐ COI is NOT Approved

☐ Waiver request is NOT Approved

Comments:

Date:

JERSEY CITY DIVISION OF COMMERCE

☐ Approved

Date:

Signature of Division of Commerce Director:

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-724

Agenda No. 10.Z.4

Approved: SEP 13 2017

TITLE:



A RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, FOURTH STREET FROM BRUNSWICK STREET TO MERSELES STREET AND MERSELES STREET FROM NEWARK AVENUE TO THIRD STREET BEGINNING 10:00 A.M. AND ENDING 5:00 P.M. SUNDAY, OCTOBER 1, 2017 FOR THE PURPOSE OF THE VILLAGE BLOCK FESTIVAL

WHEREAS, the Division of Engineering, Traffic and Transportation has received an application from the Village Neighborhood Assoc to close both Fourth Street from Brunswick Street to Merseles Street and Merseles Street from Newark Avenue to Third Street beginning 10:00 a.m. and ending 5:00 p.m. Sunday, October 1, 2017 for the purpose of the Village Block Festival; and

WHEREAS, in accordance with the provisions of Sections 296-71 and 296-72 and Chapter 122 Section 122-1 and 122-3(1), a street may be temporarily closed for a block party or any recreational event to be conducted within an area not exceeding one city block under certain conditions;

WHEREAS, when one or more of the required conditions for a street closing are not met, in accordance with Sections 296-74 (B) the Municipal Engineer may recommend to the City Council that one or more of the requirements of Sections 296-71, 296-72 and 296-73 and 122-1 be waived; and

WHEREAS, the request to close both Fourth Street and Merseles Street does not meet one or more of the requirements set forth in Sections 296-71 (A)(B)(C)(D), 296-72 (B)(2) and 296-73(D) and Chapter 122, Sections 122-1 as the event as the event is sponsored by a non-resident and the closure will exceed one block; and

WHEREAS, the closing of the aforementioned streets will not affect public safety or convenience, and in accordance with the provision of Section 296-74 (B) and the applicant has made a request to the City Council that the aforementioned requirements set forth in Sections 296-71, 296-72 and 296-73 and Sections 122-1 be waived.

NOW THEREFORE BE IT RESOLVED, that the Municipal Council via adoption of this resolution authorizes the closing of both Fourth Street from Brunswick Street to Merseles Street and Merseles Street from Newark Avenue to Third Street beginning 10:00 a.m. and ending 5:00 p.m. Sunday, October 1, 2017.

APPROVED: [Signature]

Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer

APPROVED: [Signature]

AV:pcl
(08.11.17)

Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION AUTHORIZING THE CLOSING OF MUNICIPAL STREETS, FOURTH STREET FROM BRUNSWICK STREET TO MERSELES STREET AND MERSELES STREET FROM NEWARK AVENUE TO THIRD STREET BEGINNING 10:00 A.M. AND ENDING 5:00 P.M. SUNDAY, OCTOBER 1, 2017 FOR THE PURPOSE OF THE VILLAGE BLOCK FESTIVAL

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Kinjal Nicholls on behalf of the Village Neighborhood Association, 365 Second Street, JCNJ 609.213.82355	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

AUTHORIZING THE CLOSING OF FOURTH STREET FROM BRUNSWICK STREET TO MERSELES STREET AND MERSELES STREET FROM NEWARK AVENUE TO THIRD STREET BEGINNING 10:00 A.M. AND ENDING 5:00 P.M. SUNDAY, OCTOBER 1, 2017

FOR THE PURPOSE OF THE VILLAGE BLOCK FESTIVAL


Any costs incurred as a result of the street closing will be the responsibility of the Organization hosting the event.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

8/14/17
Date



Department Director

9/8/17
Date

RECREATIONAL EVENT STREET CLOSURE

BLOCKS: Fourth St from Brunswick St to Merseles St
Merseles St from Newark Ave to Third St

PURPOSE OF EVENT: Village Block Festival

BEGINS/ENDS: 10AM/5PM
Sunday, October 1, 2017

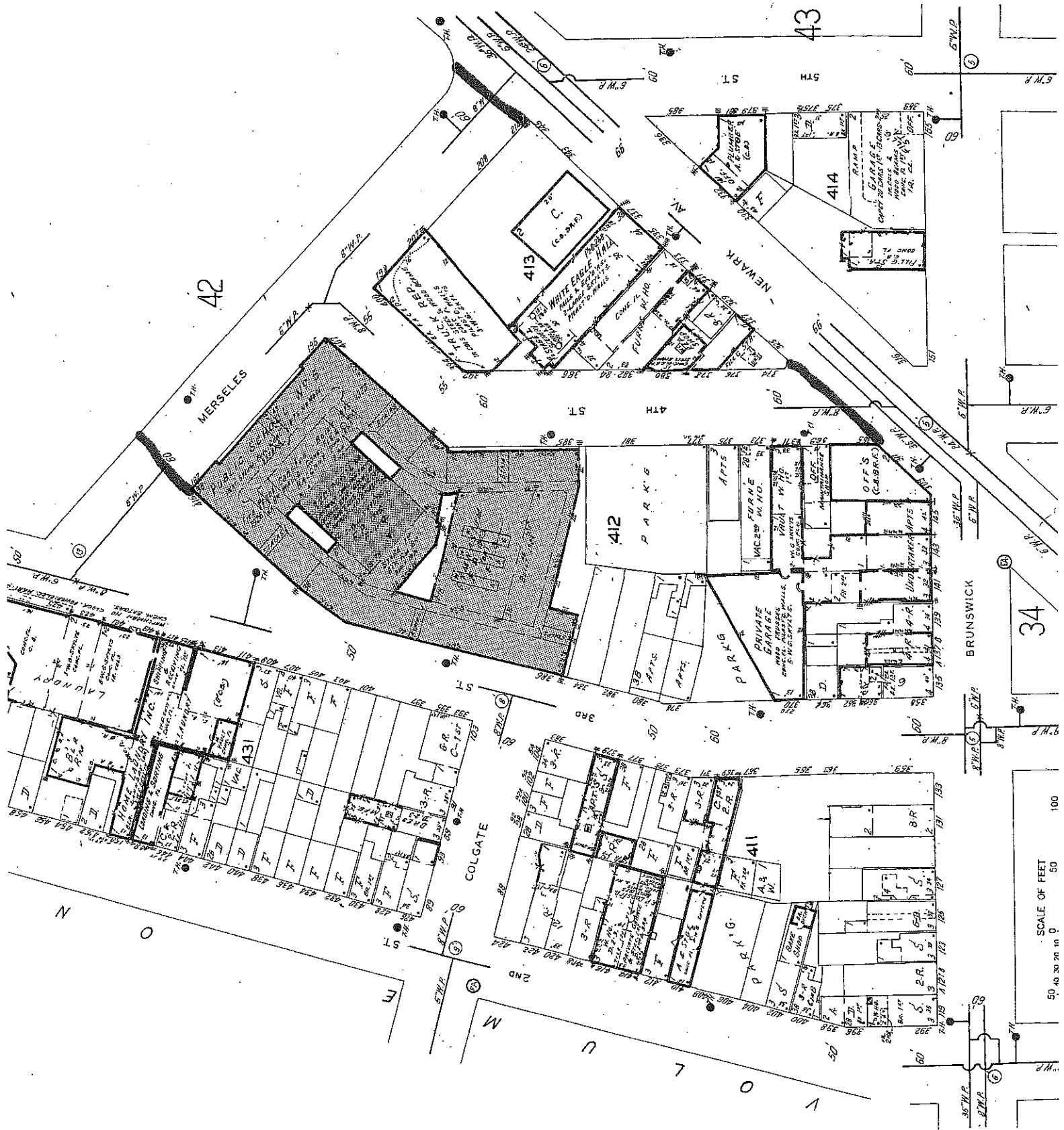
APPLICANT: Kinjal Nicholls

ORGANIZATION: Village Neighborhood Assoc

ADDRESS: 365 Second St, Jersey City NJ

PHONE #: 609.213.8235

BEING WAIVED: More than 1 block @ a time closed, nonresident



SCALE OF FEET
0 50 100

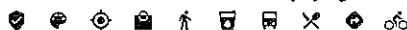


Steven M. Fulop
Mayor

CITY OF JERSEY CITY

OFFICE OF CULTURAL AFFAIRS

City Hall 280 Grove Street #215
Jersey City, NJ 07302
(201)547-6921 culturalaffairs@cnj.org



ART, MUSIC, FILM, DANCE, HERITAGE, #JERSEYCITY

SPECIAL EVENT APPLICATION


Signature Page - Multiple Districts



Elizabeth Cain
Director

EVENT NAME: VILLAGE BLOCK FESTIVAL **EVENT DATE:** OCT 1 2017

EVENT LOCATION: MERSELES & THIRD

OFFICE OF CULTURAL AFFAIRS REVIEWER  Initials of CA Reviewer: Cultural Affairs Event Planner
C2E39A56294247B... 8/3/2017

JERSEY CITY POLICE DEPARTMENT: EAST DISTRICT COMMANDER

☒ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: Captain Nicholas Scuba
☐ NOT Approved ☒ Coordinate Off-Duty Personnel Comments: E1002DE7EDF8455 Date: 8/7/2017

JERSEY CITY POLICE DEPARTMENT: NORTH DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: _____
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: SOUTH DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: _____
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: WEST DISTRICT COMMANDER

☐ Approved ☐ Coordinate On-Duty Personnel Signature of District Commander: _____
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: _____ Date: _____

JERSEY CITY POLICE DEPARTMENT: POLICE CHIEF

☒ Approved ☐ Coordinate On-Duty Personnel Signature of Police Chief: Deputy Chief Joseph Connors
☐ NOT Approved ☒ Coordinate Off-Duty Personnel Comments: B1688B9C2C9477 Date: 8/9/2017

JERSEY CITY POLICE DEPARTMENT: POLICE OFF DUTY COORDINATOR

☒ Acknowledged Date: 8/9/2017 Signature of Off Duty Coordinator: Thomas Maloney
FB7830AA55CF45C... 8/9/2017

JERSEY CITY FIRE DEPARTMENT

☒ Approved: No Open Flame ☒ Additional Permits Required Signature of Fire Official: Dennis Miller
☐ NOT Approved ☒ Fire Inspector Required Comments: location of cooking B52F43B041B4E4 Date: 8/9/2017

JERSEY CITY POLICE DEPARTMENT: SAFETY DIRECTOR

☒ Approved ☐ Coordinate On-Duty Personnel Signature of Police Director: Bill O'Donnell
☐ NOT Approved ☐ Coordinate Off-Duty Personnel Comments: B3631BBE8A784C6 Date: 8/10/2017

JERSEY CITY DIVISION OF ENGINEERING & TRAFFIC

☐ Acknowledged ☒ Pending Council Approval Signature of Traffic Engineer: Monte Butler
☐ Not Applicable ☐ Need Completed Signature Page Comments: AF1B7F1CEA13404 Date: 8/10/2017

JERSEY CITY DEPARTMENT HEALTH & HUMAN SERVICES

☐ No Food will be Sold ☐ Vendor List Required Signature of Health Officer: _____
☐ Food will be Sold ☐ Health Inspector Required Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF RECREATION

☐ Stage Request: Approved Signature of Stage Coordinator: _____
☐ Stage: NOT Approved Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF SANITATION

☐ Approved ☐ Requiring additional form Signature of Sanitation Director: _____
☐ NOT Approved ☐ Additional fee will apply Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF PARKS & FORESTRY

☐ Request for use of Park: Approved Signature of Parks Director: _____
☐ Request for use of Park: NOT Approved Comments: _____ Date: _____

JERSEY CITY DEPARTMENT OF PUBLIC WORKS: DIVISION OF BUILDING & STREETS

☐ Request for Additional Barricades: Approved Signature of Building & Streets Director: _____
☐ Request for Additional Barricades: NOT Approved Comments: _____ Date: _____

JERSEY CITY DIVISION OF RISK MANAGEMENT

☐ COI Is Approved ☐ Waiver request Is Approved Signature of Risk Manager: _____
☐ COI Is NOT Approved ☐ Waiver request Is NOT Approved Comments: _____ Date: _____

JERSEY CITY DIVISION OF COMMERCE

☐ Approved Date: _____ Signature of Division of Commerce Director: _____

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-725
Agenda No. 10.7.5
Approved: SEP 13 2017
TITLE:



A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 25 FOOT LOADING ZONE ON THE WEST SIDE OF PALISADE AVENUE, BEGINNING 35 FEET SOUTH OF FRANKLIN STREET, DAILY, 8:00 A.M. TO 11:00 A.M.

Council as a whole

offered and moved adoption of the following resolution:

WHEREAS, the provisions of N.J.S.A. 39:4-197 (3) (b) provide that the Municipal Engineer for the Municipality may make and promulgate regulations designating; amending; and/or deleting loading zones; and

WHEREAS, the provisions of Section 3-46(A)(D)(6) of the Traffic Code of the City of Jersey City provide that the Municipal Engineer may make and promulgate such regulations subject to Municipal Council approval by resolution; and

WHEREAS, the Municipal Engineer has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulation (No. 17.066) be promulgated designating a loading zone at the location described therein.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City; that

a. The attached regulation shall be a part of the Manual of Loading Zone Designations of the City of Jersey City designating a loading zone at the following location:

(Reg. 17.066) Palisade Avenue, west side, beginning 35 feet south of Franklin Street and extending to a point 25 feet southerly, Daily, 8:00 a.m. to 11:00 a.m.

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection
c. The regulation shall take effect at the time and in the manner as provided by law.

APPROVED: [Signature]
Director of Traffic & Transportation

APPROVED: [Signature]
Municipal Engineer
APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

AV:pc1
(08.30.17)

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: August 30, 2017

TO: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
Councilman Boggiano, Ward C

FROM: Patricia Logan, Engineering Aide
Division of Architecture, Engineering, Traffic and Transportation

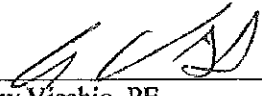
SUBJECT: **PROPOSED RESOLUTION - LOADING ZONE**
PALISADE AVENUE

At the request of Evelio Movel, business owner of Lucia Grocery Store located at 353 Palisade Avenue, please be advised this Division has proposed legislation (for the Council's consideration) amending Chapter 332, of the Jersey City Traffic Code designating a 25 foot loading zone on the west side of Palisade Avenue, beginning 35 feet south of Franklin Street and extending 25 feet southerly, Daily, 8:00 a.m. to 11:00 a.m.

The loading zone is necessary to facilitate daily deliveries to the store such as produce, water, soda, fruits, etc.

The Resolution has been forwarded to the appropriate parties for their signatures. Councilman Boggiano has also been advised of the proposed Resolution via Email as well. (Copy attached) It is anticipated the Resolution will be listed on the Agenda for the September 13, 2017 Municipal Council Meeting.

If you have any questions regarding the Resolution, please feel free to contact me at AVischio@jcnj.org or at 201.547.4419.


Andrew Vischio, PE
Director of Traffic & Transportation

AV:pci

C: Jose R. Cunha, P.E., C.M.E., C.P.W.M., C.R.P., Municipal Engineer
Mark Albiez, Chief of Staff
Mary Spinello-Paretti, Director, Division of Parking Enforcement, Department of Public Safety
Council President LaVarro, Jr. Councilwoman Watterman Councilman Rivera
Councilman Gajewski Councilman Gadsden Councilwoman Osborne
Councilman Robinson

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 25 FOOT LOADING ZONE ON THE WEST SIDE OF PALISADE AVENUE, BEGINNING 35 FEET SOUTH OF FRANKLIN STREET, DAILY, 8:00 A.M. TO 11:00 A.M.

Initiator

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Evelio Movel, owner of Lucia Grocery Store, 353 Palisade Avenue, JCNJ 201..26.7696	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

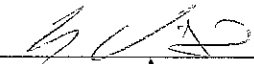
DESIGNATE A 25 FOOT LOADING ZONE ON THE WEST SIDE OF PALISADE AVENUE, BEGINNING 35 FEET SOUTH OF FRANKLIN STREET, DAILY, 8:00 A.M. TO 11:00 A.M.

Designate a 25 foot loading zone on the west side of Palisade Avenue beginning 35 feet south of Franklin Street and extending 25 feet southerly.

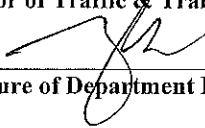
The loading zone will be in effect Daily, 8:00 a.m. to 11:00 a.m. and will facilitate trucks delivering merchandise, such as produce, water, soda, fruits, etc. to Lucia Grocery Store located at 353 Palisade Avenue.

The loading zone will be contiguous with 35 foot statutory no parking area at the corner, allowing for ample room for the trucks to pull in and out of the loading zone.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation



Signature of Department Director

Date

9/8/17

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING, TRAFFIC & TRANSPORTATION

Municipal Services Complex
13-15 Linden Avenue East | Jersey City, NJ 07305
Engineering Desk: 201-547-4411 | Traffic Desk: 201-547-4470



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

Regulation 17.066

August 30, 2017

LOADING ZONE REGULATION
DESIGNATED

In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-46 (A) (D) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a loading zone.

Palisade Avenue –West Side

Beginning at a point approximately 35 feet south of Franklin Street and extending to a point 25 feet southerly therefrom.

Time: Daily

8:00 a.m. to 11:00 a.m.

Division of Engineering, Traffic and Transportation

Director of Traffic & Transportation

Approved by Municipal Council Resolution:

Date: _____

Google Maps 366 Palisade Ave

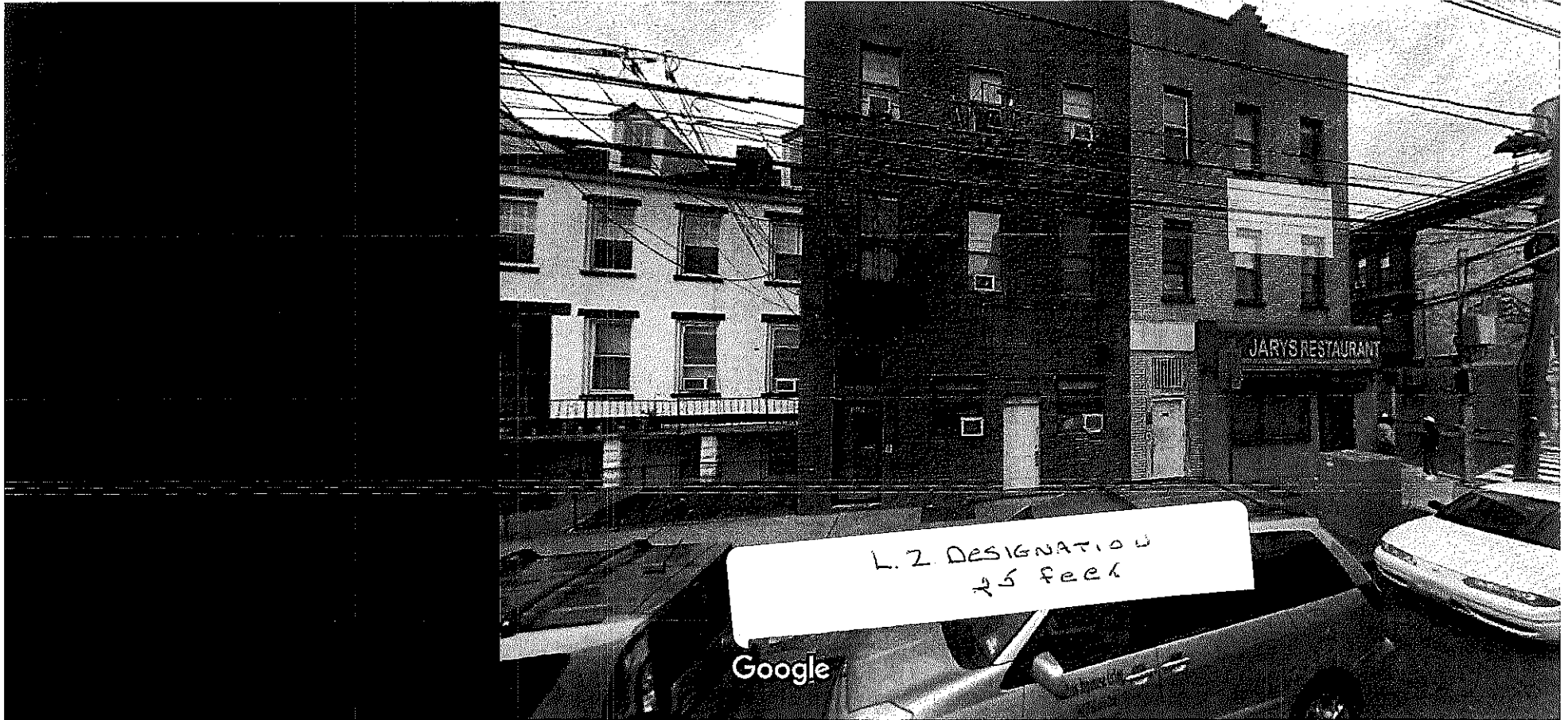


Image capture: Nov 2016 © 2017 Google United States

Jersey City, New Jersey

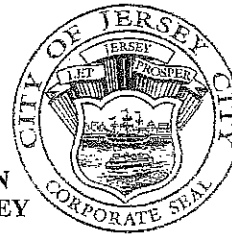
Street View - Nov 2016

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-726

Agenda No. 10-Z.6

Approved: SEP 13 2017



TITLE:

RESOLUTION AUTHORIZING THE ADDITION OF HUDSON COUNTY COMMUNITY COLLEGE TO THE CITY OF JERSEY CITY'S CERTIFICATE OF SELF INSURANCE FOR THE COVERAGE OF AN EVENT TO BE HELD BY THE CITY ON OCTOBER 15, 2017 IN CONNECTION WITH THE JERSEY CITY ART AND STUDIO TOUR

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the City of Jersey City (the "City") has expressed an interest in hosting an event on October 15, 2017 in connection with the Jersey City Art and Studio Tour; and

WHEREAS, Hudson County Community College ("HCCC"), the owner of the property with offices at 70 Sip Avenue, Jersey City, NJ 07306, has agreed to provide space for the event to the City free of charge; and

WHEREAS, the City agrees to name HCCC as an additional insured party in relation to the Project; and

WHEREAS, there is no additional cost incurred by the City to add parties as "additional insured" under the City's insurance policy;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City, that the office of Risk Management is authorized to add Hudson County Community College as an "additional insured" party to the City's insurance policies for the event to be held by the City at Hudson County Community College on October 15, 2017.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
701 Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE ADDITION OF HUDSON COUNTY COMMUNITY COLLEGE TO THE CITY OF JERSEY CITY'S CERTIFICATE OF SELF INSURANCE FOR THE COVERAGE OF AN EVENT TO BE HELD BY THE CITY ON OCTOBER 15, 2017 IN CONNECTION WITH THE JERSEY CITY ART AND STUDIO TOUR.

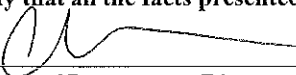
Initiator

Department/Division	Cultural Affairs	
Name/Title	Christine Goodman	Director
Phone/email	(201) 547-4303	cgoodman@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

I certify that all the facts presented herein are accurate.


Signature of Department Director

9/6/17
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-727

Agenda No. 10.Z.7

Approved: SEP 13 2017

TITLE:



RESOLUTION TO AMEND A HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) AGREEMENT WITH JERSEY CITY COMMUNITY HOUSING CORP. FOR THE 108 STORMS AVE PROJECT

WHEREAS, on July 15, 2015, the Municipal Council adopted Resolution No. 15-521 authorizing the submission of the 2015-2019 Five Year Consolidated Plan and FY 15 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, on July 13, 2016, the Municipal Council adopted Resolution No. 16-468 authorizing the submission of the FY 16 Annual Action Plan to HUD; and

WHEREAS, on August 16, 2017, the Municipal Council adopted Resolution No. 17-662 authorizing the reprogramming of HOME Investment Partnerships (HOME) funds; and

WHEREAS, Resolution No. 15-521, 16-468 and 17-662 programmed a total of \$698,880 to the 108 Storms Avenue project (Developer – Jersey City Community Housing Corp.) located 108 Storms Ave for the rehabilitation of four HOME-assisted units for eligible low- and moderate-income households; and

WHEREAS, the total project cost is approximately \$1,254,000. Proposed financing will consist of the following sources: NJ Community Capital – \$340,120, Private Loan (Capital Stack) – \$215,000, and JC HOME – \$698,880; and

WHEREAS, the City supports this project and is recommending an amendment to the existing contract in an increased amount of two-hundred-ninety-three-thousand-dollars (\$293,000) in HOME Investment Partnerships Program (HOME) funds to off-set the cost of acquisition and new construction.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is hereby authorized to execute agreements with the Garden State Episcopal CDC and to execute amendments and modifications to the agreements as deemed necessary by the Division of Community Development.

TITLE:

**RESOLUTION TO AMEND A HOME INVESTMENT PARTNERSHIPS PROGRAM
(HOME) AGREEMENT WITH JERSEY CITY COMMUNITY HOUSING CORP. FOR THE
108 STORMS AVE PROJECT**

BE IT FURTHER RESOLVED, that subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements, and such other documents deemed necessary to secure loans under the HOME Investment Partnerships Program. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development (DCD) and shall be in accordance with all laws, rules and regulations applicable to the program.

I, Donna L. Mauer, hereby certify that sufficient funds in the amount of \$293,000 are available in Account No. 36-200-56-909-501, P.O. No. 122638.



Donna L. Mauer
Chief Financial Officer

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
Corporation CounselCertification Required ☐Not Required ☐

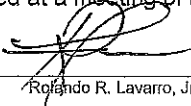
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.



Rolando R. Lavarro, Jr., President of Council



Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION TO AMEND A HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) AGREEMENT WITH JERSEY CITY COMMUNITY HOUSING CORP. FOR THE 108 STORMS AVE PROJECT

Initiator

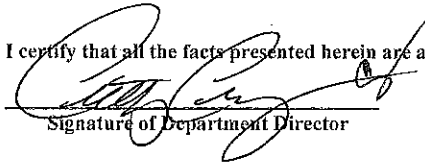
Department/Division	HEDC	Community Development
Name/Title	Golda Speyer	Affordable Housing Project Manager
Phone/email	201-547-4314	GSpeyer@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The Division of Community Development will authorize the Jersey City Community Housing Corp. to amend an Original Agreement in an increased amount of \$293,000 in HOME Investment Partnerships Program (HOME) funds to off-set the cost of acquisition and rehabilitation to four units for LMI-eligible households.

I certify that all the facts presented herein are accurate.


Signature of Department Director

8/30/17
Date

**FIRST AMENDMENT TO SECOND SUBGRANTEE
AGREEMENT BETWEEN
THE CITY OF JERSEY CITY AND
THE JERSEY CITY COMMUNITY HOUSING CORP.**

HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)

This First Amendment ("Amendment") to the Second Subgrantee Agreement originally entered into on the 12 day of July, 2017 is made and entered into by and between the CITY OF JERSEY CITY, (hereinafter referred to as the "City") and the Jersey City Community Housing Corp. (hereinafter referred to as the "Subgrantee") for the purpose of revising the grant dollar amount and requirements of the Subgrantee in the HOME Investment Partnership (HOME) program. The City and the Subgrantee may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

PREAMBLES

WHEREAS, the City and Subgrantee entered into a First Subgrantee Agreement effective November 16, 2015 and a Second Subgrantee Agreement effective July 12, 2017 which made funds available to the HOME Investment Partnership program for the rehabilitation of four (4) affordable housing units to low- and moderate-income households as defined in the City's Consolidated Action Plan in the original amounts of \$155,880 and \$250,000, respectfully; and

WHEREAS, on August 16, 2017, the City passed Resolution 17.662 authorizing the reprogramming of \$293,000 HOME funds to the project entitled 108 Storms Ave; and

WHEREAS, the City's Division of Community Development are the responsible entity of administering HOME funds conducted a subsidy layering and reasonableness analysis of increasing the Second Subgrantee Agreement in the amount of \$293,000; and

WHEREAS, the City and Subgrantee intend to modify the Second Subgrantee Agreement (hereinafter referred to as the "Amended Subgrantee Agreement") to increase HOME funding in the amount of two-hundred-ninety-three-thousand dollars (\$293,000); and

NOW THEREFORE, in consideration of the promises and the mutual representations, warranties and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Second Subgrantee Agreement as follows. The Second Subgrantee Agreement, as hereby amended is hereinafter referred to as the "Amended Subgrantee Agreement".

1) SAVINGS CLAUSE

All provisions of the Second Subgrantee Agreement are hereby removed and replaced by the sections contained in this Amended Subgrantee Agreement; except for the following Sections and Attachments which shall continue to be in effect: Section 5-6 "REPAYMENT," "COMMUNICATIONS"; Sections 7 A-C "RECORDS AND REPORTS"; Sections 8-14 "PAYMENTS," "AMENDMENTS," "TERMINATIONS," "PROGRAM CANCELLATION," "OBLIGATIONS OF SUBGRANTEE WITH RESPECT TO CERTAIN THIRD PARTY RELATIONSHIPS," "GENERAL TERMS AND CONDITIONS," "CITIZEN PARTICIPATION"; Sections 16-21 "OCCUPANCY," "RENTAL UNITS REQUIREMENTS," "REPAYMENT PROVISION / REMEDIES," "SEVERABILITY," "COVENANTS RUNNING WITH LAND," "SPECIAL CONDITIONS"; Attachment "B-P" "GENERAL TERMS AND CONDITIONS".

2) SCOPE OF SERVICE

The Subgrantee will be responsible for the administration of a project entitled **108 Storms Ave (JCCHC)** and will utilize five-hundred-forty-three-thousand-dollars (**\$543,000**) from HOME funds to undertake the project as described in Sections 1 and 2 of Attachment "A". Funds available under this Amended Subgrantee Agreement will be applied toward the specific activities enumerated in Attachment "A". The City and the Subgrantee may revise the Project Description by mutual consent, provided the category of beneficiaries, basic purpose of the project, project location, or HUD activity category are not changed, which require amendment of the Consolidated Plan and Annual Action Plan. The City shall be informed immediately of any significant variation from the budget or schedules submitted herein.

3) TIME OF PERFORMANCE

Implementation of the project shall commence upon full execution of this Amended Subgrantee Agreement and shall proceed in accordance with the schedule set forth in Section 2 of Attachment "A". The City and the Subgrantee may revise the implementation schedule by mutual consent. The Subgrantee must submit a written request to the City for an extension of schedule period.

4) CONSIDERATION AND TERMS

For and in consideration of the HOME funds (hereinafter referred to as "funds") to be given to the Subgrantee and agreements herein contained and in the Affordable Housing Development Agreement, Mortgage, Mortgage Note and upon satisfaction of eligibility requirements for participation in the HOME Program, the City agrees to give **\$543,000** pursuant to the terms and provisions of this contract for funds as detailed in Attachment A.

5) **AMOUNT OF FUNDS**

The amount of funds to be given by the City to the Subgrantee toward the rehab at **108 Storms Ave (Block 15004, Lot 28)** shall be **\$543,000** and shall be given upon proof of construction progress and the recordation of an Affordable Housing Development Agreement. The funds shall be requested by the sponsor and the approved construction lender and shall be disbursed *pari passu* with proceeds of the construction loan and all other funding sources, whether it is in the form of a loan or grant. Funds may not be requested until they are needed for payment of eligible costs and must be limited to the amount needed. The HOME funds may not be deposited in an escrow account.

6) **RECORDS AND REPORTS (CLAUSE D REPLACEMENT TO REFERENCE NEW ATTACHMENT "A")**

Prior to release of final payment for construction projects, the Subgrantee shall provide the City with a certification of funding sources and project costs prepared by a certified public accountant using the accrual method of accounting. The certification of funding shall provide a comparison of projected funding, as detailed in "Attachment A" and actual funding received by or due to the project, including any sources which provide funds but are not listed in "Attachment A." The cost certification shall be provided within sixty (60) days after the issuance of a certificate of occupancy. The City at its sole discretion may recapture HOME funds should there be a cost savings and/or a funding surplus.

7) **AFFORDABILITY REQUIREMENTS / CONTROLS**

The designated HOME-assisted units of this PROJECT will meet the affordability requirements as found in 24 CFR 92.254 (owner-occupied) as applicable. The Period of Affordability shall be enforced by a Covenant running with the property, mortgage and note, and deed restriction in favor of or assigned to the City, as set forth herein. The period of affordability will be determined by the amount of HOME Program funds expended on this project. For this development, a total of **\$543,000 in HOME funds have been allocated for 108 Storms Ave (JCCHC) with a total of four (4) HOME units.** However, the City policy is that the period of affordability is thirty (30) years which shall commence upon the occupancy of such housing unit by a HOME income eligible person and/or household. The affordability restrictions remain in force regardless of the transfer of ownership.

Units renovated with the assistance of HOME funds, shall be subject to a deed restriction requiring that the units remain affordable, as determined by HUD, for a period of not less than thirty (30) years from the date of unit completion which is defined in 92.2, and includes the requirement that all of the project completion information be entered into the **Integrated Disbursement and Information System (IDIS)** subsequent to the final drawdown of funds.

The Parties have executed and delivered this Agreement on the date set forth next to their respective signatures below. By the signatures, the Parties execute this Agreement and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organization to all provisions contained herein.

SUBGRANTEE

CITY OF JERSEY CITY

By: _____

Signature

Name: _____

Title: _____

Date: _____

By: _____

Signature

Name: Carmen Gandulla

Title: Director, Division of Community
Development

Date: _____

Attest:

By: _____

Name: Robert J. Kakoleski

Title: Business Administrator

Date: _____

By: _____

Name: Robert Byrne

Title: City Clerk

Date: _____

ATTACHMENT "A"
HOME PROPOSED BUDGET
REHAB / CONSTRUCTION / ACQUISITION / CLEARANCE
(1 of 3)

Section 1: The rehabilitation of four 3BR rental units for LMI-eligible tenants

Total Number of Housing Units: 4 **Number of Non-Residential Units** _____

Total Number of Handicapped Accessible Units (Section 504 units): _____
Mobility Impaired: _____ **Sensory Impaired:** _____

Total Number of Very Low Income HOME Assisted Units: _____

Total Number of Low Income HOME Assisted Units: 4

Total Number of Market Rate Units: _____

Units are Fixed X **or Floating** _____

Total Number of HOME assisted Units by Bedroom Size:

One (1) Bedroom _____ **Two (2) Bedrooms** _____ **Three (3) Bedrooms** 4

Project Address: 108 Storms Ave

Section 2: PROJECT IMPLEMENTATION SCHEDULE

MUST include at least the following:

PROJECT IMPLEMENTATION SCHEDULE: (please enter anticipated dates) – SEE NEXT 2 PAGES

<u>ACTIVITY</u>	<u>SCHEDULE</u> (Month / Year)	
	Anticipated Date	Completion Date
(1) ACQUISITION/SITE CONTROL	_____	_____
(2) ARCHITECTURAL DRAWINGS	_____	_____
(3) ZONING/LAND USE APPROVAL	_____	_____
(4) FINANCIAL COMMITMENT	_____	_____
(5) ADVERTISE FOR BIDS	_____	_____
(6) CONTRACT AWARD	_____	_____
(7) PRE-CONSTRUCTION MEETING	_____	_____
(8) BEGIN CONSTRUCTION	_____	_____
(9) COMPLETE CONSTRUCTION	_____	_____

ATTACHMENT "A"
HOME PROPOSED BUDGET
REHAB / CONSTRUCTION / ACQUISITION / CLEARANCE
(2 of 3)

SEE NEXT PAGE
PROJECT BUDGET

Section 3:

MUST include at least the following:

	<u>HOME Funds</u>	<u>Other Funds</u>	<u>Total Amount</u>
Acquisition of Property	\$ _____	\$ _____	\$ _____
Relocation	\$ _____	\$ _____	\$ _____
*Clearance	\$ _____	\$ _____	\$ _____
Professional Services	\$ _____	\$ _____	\$ _____
Architectural / Engineering	\$ _____	\$ _____	\$ _____
Legal	\$ _____	\$ _____	\$ _____
Appraisal	\$ _____	\$ _____	\$ _____
Audit	\$ _____	\$ _____	\$ _____
*Project Construction Costs (Attach list of work items/materials and cost estimate for each)	\$ _____	\$ _____	\$ _____
Financing	\$ _____	\$ _____	\$ _____
Carrying Costs	\$ _____	\$ _____	\$ _____
Contingencies	\$ _____	\$ _____	\$ _____
*Rehabilitation (Attach list of work items / materials and cost estimate for each)	\$ _____	\$ _____	\$ _____
Budget Subtotal:	\$ _____	\$ _____	\$ _____
Total Project Budget:	\$ _____	\$ _____	\$ _____

SUBGRANTEE

DIVISION OF COMMUNITY DEVELOPMENT

Bids must be obtained for work costing more than \$21,000. Also, all bids must be notarized.

*Federal Wage Standards apply to all construction work except less than twelve (12) HOME assisted units.

Note: A copy of the Operating Proforma must be dated and attached.

Project Timeline – Provided by Developer

REHABILITATION OF 4 UNIT BUILDING
108 Storms Ave, Jersey City, NJ

EXHIBIT A
REHABILITATION TIMETABLE

1. Mobilization Date will be July 15, 2017
Completion Date January 31, 2018
2. Phase 1(July thru August 2017)
Masonry: Windows opening;
Rough electrical
Rough plumbing
Rough Hvac
Rough sprinkler
3. Phase 2(August 1 thru September 1,2017)
- 4.Phase 3 (September 2017)
5. Phase 4 (September 1 thru November 1 2017)
Insulation
Drywall
Doors
Hardware
Molding

Project Budget – Provided by Developer

108 Storms Avenue				
Sources	Total Budget	Funded to Date	Remaining to be Funded	
HOME Funds (1)	\$ 443,880	\$ 135,000	\$ 313,880	
HOMES Funds (2)	\$ 250,000	\$ -	\$ 250,000	
NJCC Loan	\$ 340,120	\$ -	\$ 340,120	
Equity (Capital Stack)	\$ 215,000	\$ 215,000	\$ -	
Total	\$ 1,254,000	\$ 350,000	\$ 904,000	

Uses				
Acquisition	\$ -	\$ -	\$ -	
Construction*	\$ 809,000	\$ 224,706	\$ 584,294	
Construction Contingency*	\$ -	\$ -	\$ -	
Soft Costs	\$ 114,000	\$ 97,304	\$ 16,696	
Soft Contingency	\$ -	\$ -	\$ -	
Professional Services	\$ 30,000	\$ 7,990	\$ 22,010	
Carrying and Financing	\$ 36,000	\$ 12,000	\$ 24,000	
Developer Fees	\$ 50,000	\$ 8,000	\$ 42,000	
Sub-Total	\$ -	\$ -	\$ -	
PAY OFF CAPITAL STACK	\$ 215,000	\$ -	\$ 215,000	
Total	\$ 1,254,000	\$ 350,000	\$ 904,000	

ATTACHMENT "A"
HOME PROPOSED BUDGET
REHAB / CONSTRUCTION / ACQUISITION / CLEARANCE
(3 of 3)

CONSTRUCTION CHECKLIST

This checklist is provided to apprise the Subgrantees of documents required prior to construction.

All of the following items are required to document compliance with the various HUD requirements for Subgrantees:

Date Completed

- _____ 1. Mortgage, Deed Restriction (Recorded) and Note
- _____ 2. Planning Board / Board of Adjustment Approval
- _____ 3. Building Permits
- _____ 4. Current project description, schedule and budget (Attachment A to Subgrantee Agreement) on file and being followed.
- _____ 5. Other funding / financing commitments
- _____ 6. Documentation of compliance with the appropriate procurement standards, with copies of all key documents filed with the Division of Community Development, specifically:
 - _____ a. Prevailing Wage Determination(s) and complete job specifications;
 - _____ b. The newspaper advertisement and affidavit;
 - _____ c. Bidder clearance by the Division of Community Development;
 - _____ d. Bid tabulation with recommendation; and
 - _____ e. Documentation of Contract award.
- _____ 7. Contractor Certification (Re: Debarment)

General Contractor's Federal ID#:

Contract Amount:

\$ _____

Architect / Engineer's Federal ID#:

All Sub-Contractors with contracts of \$10,000 or more must also provide Federal ID#'s:

Sub-Contractor
Amount

Federal ID#

Contract

ATTACHMENT "B"
ORIGINAL SECOND SUBGRANTEE AGREEMENT

[SCAN ORIGINAL COPY]

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-728
Agenda No. 10.Z.8
Approved: SEP 13 2017
TITLE:



RESOLUTION TO AMEND A HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) AGREEMENT WITH GARDEN STATE EPISCOPAL CDC FOR THE NEIGHBORHOOD RECOVERY PROGRAM (PHASE II) – SCATTERED SITES

WHEREAS, on August 28, 2013, the Municipal Council adopted Resolution No. 13-578 authorizing the submission of the FY 13 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, on August 16, 2017, the Municipal Council adopted Resolution No. 17-662 authorizing the reprogramming of HOME Investment Partnerships (HOME) funds; and

WHEREAS, Resolution No. 16-468 and 17-662 programmed a total of \$642,255 to the Neighborhood Recovery Program Phase II project (Developer – Garden State Episcopal CDC) located at Scattered Sites for the rehabilitation of four properties, of which 8 units will be HOME-assisted for eligible low- and moderate-income households; and

WHEREAS, the total project cost is approximately \$1,767,255. Proposed financing will consist of the following sources: Sales Proceeds – \$1,125,000, and JC HOME – \$642,255; and

WHEREAS, the City supports this project and is recommending an amendment to the existing contract in an increased amount of twenty-thousand-five-hundred-and-five-dollars (\$20,505) in HOME Investment Partnerships Program (HOME) funds to off-set the cost of acquisition and new construction.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is hereby authorized to execute agreements with the Garden State Episcopal CDC and to execute amendments and modifications to the agreements as deemed necessary by the Division of Community Development.

BE IT FURTHER RESOLVED, that subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements, and such other documents deemed necessary to secure loans under the HOME Investment Partnerships Program. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development (DCD) and shall be in accordance with all laws, rules and regulations applicable to the program.


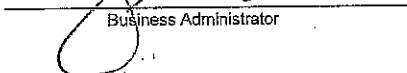
City Clerk File No. Res. 17-728
Agenda No. 10:Z.8 SEP 13 2017

TITLE:


**RESOLUTION TO AMEND A HOME INVESTMENT PARTNERSHIPS PROGRAM
(HOME) AGREEMENT WITH GARDEN STATE EPISCOPAL CDC FOR THE
NEIGHBORHOOD RECOVERY PROGRAM (PHASE II) – SCATTERED SITES**

I, Donna L. Mauer, hereby certify that sufficient funds in the amount of \$20,505 are available in Account No. 36-200-56-904-616, P.O. No. 107005.


Donna L. Mauer
Chief Financial Officer

APPROVED: 
APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Joanne Monahan
Corporation Counsel

Certification Required ☒Not Required ☐

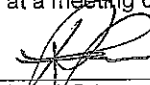
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION TO AMEND A HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) AGREEMENT WITH GARDEN STATE EPISCOPAL CDC FOR THE NEIGHBORHOOD RECOVERY PROGRAM (PHASE II) – SCATTERED SITES

Initiator

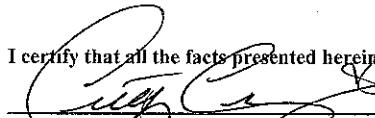
Department/Division	HEDC	Community Development
Name/Title	Golda Speyer	Affordable Housing Project Manager
Phone/email	201-547-4314	GSpeyer@jenj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The Division of Community Development will authorize the Garden State Episcopal CDC to amend an Original Agreement in an increased amount of \$20,505 in HOME Investment Partnerships Program (HOME) funds to off-set the cost of acquisition and rehabilitation of four scattered sites properties for LMI-eligible households.

I certify that all the facts presented herein are accurate.


Signature of Department Director

8/30/17
Date

Acct. #36-200-56-905-615

#36-200-56-904-616

Resolution #1X.XXX

Date: 09/13/2017

FIRST AMENDMENT TO SUBGRANTEE AGREEMENT
BETWEEN
THE CITY OF JERSEY CITY AND
THE GARDEN STATE EPISCOPAL COMMUNITY
DEVELOPMENT CORPORATION (GSECDC)

HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)

This First Amendment ("Amendment") to the Subgrantee Agreement originally entered into on the 13 day of November, 2013 ("Original Agreement") is made and entered into by and between the CITY OF JERSEY CITY, (hereinafter referred to as the "City") and the Garden State Episcopal Community Development Corporation (hereinafter referred to as the "Subgrantee") for the purpose of revising the grant dollar amount and requirements of the Subgrantee in the HOME Investment Partnership (HOME) program. The City and the Subgrantee may sometimes hereinafter be collectively referred to as the "Parties" and individually as a "Party."

PREAMBLES

WHEREAS, the City and Subgrantee entered into an Original Agreement effective November 13, 2013 which made funds available to the HOME Investment Partnership program for the rehabilitation of ten (10) affordable housing units to low- and moderate-income households as defined in the City's Consolidated Action Plan in the original amount of \$621,750; and

WHEREAS, on August 16, 2017 the City passed Resolution 17.662 authorizing the reprogramming of \$20,505 HOME funds to the Original Agreement; and

WHEREAS, the City's Division of Community Development are the responsible entity of administering HOME funds conducted a subsidy layering and reasonableness analysis of increasing the Original Agreement in the amount of \$20,505; and

WHEREAS, the City and Subgrantee intend to modify the Original Agreement (hereinafter referred to as the "Amended Subgrantee Agreement") to increase HOME funding in the amount of twenty-thousand-five-hundred-and-five dollars (\$20,505); and

NOW THEREFORE, in consideration of the promises and the mutual representations, warranties and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby amend the Original Agreement as follows. The Original Agreement, as hereby amended is hereinafter referred to as the "Agreement".

1) SAVINGS CLAUSE

All provisions of the Original Agreement are hereby removed and replaced by the sections contained in this Amendment; except for the following Sections and Attachments which shall continue to be in effect: Section 5-6 "REPAYMENT," "COMMUNICATIONS"; Sections 7 A-C "RECORDS AND REPORTS"; Sections 8-14 "PAYMENTS," "AMENDMENTS," "TERMINATIONS," "PROGRAM CANCELLATION," "OBLIGATIONS OF SUBGRANTEE WITH RESPECT TO CERTAIN THIRD PARTY RELATIONSHIPS," "GENERAL TERMS AND CONDITIONS," "CITIZEN PARTICIPATION"; Sections 16-21 "OCCUPANCY," "RENTAL UNITS REQUIREMENTS," "REPAYMENT PROVISION / REMEDIES," "SEVERABILITY," "COVENANTS RUNNING WITH LAND," "SPECIAL CONDITIONS"; Attachment "B-P" "GENERAL TERMS AND CONDITIONS".

2) SCOPE OF SERVICE

The Subgrantee will be responsible for the administration of a project entitled **Neighborhood Recovery Program Phase II (NRP II)** and will utilize six-hundred-forty-two-thousand-two-hundred-fifty-five dollars (**\$642,255**) from **HOME funds** to undertake the project as described in Sections 1 and 2 of Attachment "A". Funds available under this Subgrantee Agreement will be applied toward the specific activities enumerated in Attachment "A". The City and the Subgrantee may revise the Project Description by mutual consent, provided the category of beneficiaries, basic purpose of the project, project location, or HUD activity category are not changed, which require amendment of the Consolidated Plan and Annual Action Plan. The City shall be informed immediately of any significant variation from the budget or schedules submitted herein. All HOME CHDO Funds shall be used in a manner consistent with the provisions of 24 CFR Part 92.

3) TIME OF PERFORMANCE

Implementation of the project shall commence upon full execution of this Subgrantee Agreement and shall proceed in accordance with the schedule set forth in Section 2 of Attachment "A". The City and the Subgrantee may revise the implementation schedule by mutual consent. The Subgrantee must submit a written request to the City for an extension of schedule period.

4) CONSIDERATION AND TERMS

For and in consideration of the HOME funds (hereinafter referred to as "funds") to be given to the Subgrantee and agreements herein contained and in the Affordable Housing Development Agreement, Mortgage, Mortgage Note and upon satisfaction of eligibility requirements for participation in the HOME Program, the City agrees to give **\$642,255.00** pursuant to the terms and

provisions of this contract for funds as detailed in Attachment A.

5) **AMOUNT OF FUNDS**

The amount of funds to be given by the City to the Subgrantee toward the rehab at **Scattered Sites known as 121 Van Horne St (Block 19901, Lot 30); 98 Stevens Ave (Block 26402, Lot 29); 7 Jewett Ave (Block 16802, Lot 35); 338 Princeton Ave (Block 29505, Lot 49); 221 Duncan Ave (Block 16101, Lot 19)** shall be **\$642,255** and shall be given upon proof of construction progress and the recordation of an Affordable Housing Development Agreement. The funds shall be requested by the sponsor and the approved construction lender and shall be disbursed *pari passu* with proceeds of the construction loan and all other funding sources, whether it is in the form of a loan or grant. Funds may not be requested until they are needed for payment of eligible costs and must be limited to the amount needed. The HOME funds may not be deposited in an escrow account.

6) **RECORDS AND REPORTS (CLAUSE D REPLACEMENT TO REFERENCE NEW ATTACHMENT "A")**

Prior to release of final payment for construction projects, the Subgrantee shall provide the City with a certification of funding sources and project costs prepared by a certified public accountant using the accrual method of accounting. The certification of funding shall provide a comparison of projected funding, as detailed in "Attachment A" and actual funding received by or due to the project, including any sources which provide funds but are not listed in "Attachment A." The cost certification shall be provided within sixty (60) days after the issuance of a certificate of occupancy. The City at its sole discretion may recapture HOME funds should there be a cost savings and/or a funding surplus.

7) **AFFORDABILITY REQUIREMENTS / CONTROLS**

The designated HOME-assisted units of this PROJECT will meet the affordability requirements as found in 24 CFR 92.254 (owner-occupied) as applicable. The Period of Affordability shall be enforced by a Covenant running with the property, mortgage and note, and deed restriction in favor of or assigned to the City, as set forth herein. The period of affordability will be determined by the amount of HOME Program funds expended on this project. For this development, a total of **\$642,255 in HOME funds have been allocated for NRP II with a total of ten (10) HOME units**. The following per unit amount of HOME funds and the affordability period that they trigger are as follows:

Homeownership assistance HOME amount per-unit	Minimum period of affordability in years
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

The period of affordability is **fifteen (15) years** which shall commence upon the occupancy of such housing unit by a HOME income eligible

person and/or household. The affordability restrictions remain in force regardless of the transfer of ownership.

Units renovated with the assistance of HOME funds, shall be subject to a deed restriction requiring that the units remain affordable, as determined by HUD, for a period of **not less than fifteen (15) years** from the date of unit completion which is defined in 92.2, and includes the requirement that all of the project completion information be entered into the **Integrated Disbursement and Information System (IDIS)** subsequent to the final drawdown of funds.

The Parties have executed and delivered this Agreement on the date set forth next to their respective signatures below. By the signatures, the Parties execute this Agreement and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organization to all provisions contained herein.

SUBGRANTEE

CITY OF JERSEY CITY

By: _____
Signature

Name: Carol Mori

Title: _____

Date: _____

By: _____
Signature

Name: Carmen Gandulla

Title: Director, Division of Community
Development

Date: _____

Attest:

By: _____
Name: Robert J. Kakoleski
Title: Business Administrator

Date: _____

By: _____
Name: Robert Byrne
Title: City Clerk

Date: _____

ATTACHMENT "A"
HOME PROPOSED BUDGET
REHAB / CONSTRUCTION / ACQUISITION / CLEARANCE
(1 of 3)

Section 1: Acquisition and rehabilitation of two-family residential housing to be resold to an LMI-eligible buyer. Owner shall rent other unit to a LMI-eligible renter. HOME funds will be used for subsidizing project development costs, professional costs, soft costs, and construction costs.

Total Number of Housing Units: 8 **Number of Non-Residential Units** _____

Total Number of Handicapped Accessible Units (Section 504 units): _____

Mobility Impaired: _____ **Sensory Impaired:** _____

Total Number of Very Low Income HOME Assisted Units: _____

Total Number of Low Income HOME Assisted Units: 8

Total Number of Market Rate Units: _____

Units are Fixed X **or Floating** _____

Total Number of HOME assisted Units by Bedroom Size:

Two (2) Bedrooms (Rental) 4 **Three (3) Bedrooms (Ownership)** 4

Project Address: 121 Van Horne St; 98 Stevens Ave; 7 Jewett Ave; 338 Princeton Ave; 221 Duncan Ave

Section 2: PROJECT IMPLEMENTATION SCHEDULE

MUST include at least the following:

PROJECT IMPLEMENTATION SCHEDULE: (please enter anticipated dates)

	<u>ACTIVITY</u>	<u>SCHEDULE</u> (Month / Year)	
		Anticipated Date	Completion Date
(1)	ACQUISITION/SITE CONTROL	_____	_____
(2)	ARCHITECTURAL DRAWINGS	_____	_____
(3)	ZONING/LAND USE APPROVAL	_____	_____
(4)	FINANCIAL COMMITMENT	_____	_____
(5)	ADVERTISE FOR BIDS	_____	_____
(6)	CONTRACT AWARD	_____	_____
(7)	PRE-CONSTRUCTION MEETING	_____	_____
(8)	BEGIN CONSTRUCTION	_____	_____

(9) COMPLETE CONSTRUCTION



ATTACHMENT "A"
HOME PROPOSED BUDGET
REHAB / CONSTRUCTION / ACQUISITION / CLEARANCE
(2 of 3)

Section 3: **PROJECT BUDGET**

MUST include at least the following:

	<u>HOME Funds</u>	<u>Other Funds</u>	<u>Total Amount</u>
Acquisition of Property	\$ _____	\$ _____	\$ _____
Relocation	\$ _____	\$ _____	\$ _____
*Clearance	\$ _____	\$ _____	\$ _____
Professional Services	\$ _____	\$ _____	\$ _____
Architectural / Engineering	\$ _____	\$ _____	\$ _____
Legal	\$ _____	\$ _____	\$ _____
Appraisal	\$ _____	\$ _____	\$ _____
Audit	\$ _____	\$ _____	\$ _____
*Project Construction Costs (Attach list of work items/materials and cost estimate for each)	\$ _____	\$ _____	\$ _____
Financing	\$ _____	\$ _____	\$ _____
Carrying Costs	\$ _____	\$ _____	\$ _____
Contingencies	\$ _____	\$ _____	\$ _____
*Rehabilitation (Attach list of work items / materials and cost estimate for each)	\$ _____	\$ _____	\$ _____
Budget Subtotal:	\$ _____	\$ _____	\$ _____
Total Project Budget:	\$ _____	\$ _____	\$ _____

SUBGRANTEE

DIVISION OF COMMUNITY DEVELOPMENT

Bids must be obtained for work costing more than \$21,000. Also, all bids must be notarized.

*Federal Wage Standards apply to all construction work except less than twelve (12) HOME assisted units.

Note: A copy of the Operating Proforma must be dated and attached.

ATTACHMENT "A"
HOME PROPOSED BUDGET
REHAB / CONSTRUCTION / ACQUISITION / CLEARANCE
(3 of 3)

CONSTRUCTION CHECKLIST

This checklist is provided to apprise the Subgrantees of documents required prior to construction.

All of the following items are required to document compliance with the various HUD requirements for Subgrantees:

Date Completed

- _____ 1. Mortgage, Deed Restriction (Recorded) and Note
- _____ 2. Planning Board / Board of Adjustment Approval
- _____ 3. Building Permits
- _____ 4. Current project description, schedule and budget (Attachment A to Subgrantee Agreement) on file and being followed.
- _____ 5. Other funding / financing commitments
- _____ 6. Documentation of compliance with the appropriate procurement standards, with copies of all key documents filed with the Division of Community Development, specifically:
 - _____ a. Prevailing Wage Determination(s) and complete job specifications;
 - _____ b. The newspaper advertisement and affidavit;
 - _____ c. Bidder clearance by the Division of Community Development;
 - _____ d. Bid tabulation with recommendation; and
 - _____ e. Documentation of Contract award.
- _____ 7. Contractor Certification (Re: Debarment)

General Contractor's Federal ID#:

Contract Amount: \$ _____

Architect / Engineer's Federal ID#:

All Sub-Contractors with contracts of \$10,000 or more must also provide Federal ID#'s:

Sub-Contractor
Amount

Federal ID#

Contract

ATTACHMENT "B"
ORIGINAL SUBGRANTEE AGREEMENT

[SCAN ORIGINAL COPY]

[Faint, large, diagonal watermark text reading "DRAFT" across the center of the page]

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-729

Agenda No. 10.7.9

Approved: SEP 13 2017

TITLE:



RESOLUTION TO RECOMMEND 95/5 RECAPTURED FUNDS TO FELA INC. d/b/a EMET REALTY, INC. – BERGENVIEW

WHEREAS, the City of Jersey City released a Request for Proposals (RFP) for Affordable Housing Trust Fund (AHTF), Community Development Block Grant (CDBG), and COAH Regional Contribution Agreement Recapture Funds (RCA) funding from January 31, 2017 to March 31, 2017; and

WHEREAS, the Affordable Housing Trust Fund Committee met on April 13, 2017, May 11, 2017, and June 29, 2017 to review applications for the AHTF RFP; and

WHEREAS, the eligible applicant must provide proof that it is the recipient of funds from other public or private source(s) that together with the Jersey City Division of Community Development will constitute sufficient funds to complete the proposed project; and

WHEREAS, Fela Inc. d/b/a EMET Realty, Inc. – Bergenview proposes to rehab an existing building for the preservation of 135 rental units, all of which are earmarked affordable for households at approximately 0-30% AMI; and

WHEREAS, Fela Inc. d/b/a EMET Realty, Inc. – Bergenview will be located at 654 Bergen Avenue, Jersey City 07304 ; Block 16703 Lots 5, 8 & 13; and

WHEREAS, the total project cost is approximately \$16,983,353. Proposed financing will consist of phased sourced with the following identified: Jersey City 95/5 Recaptured Funds (acquisition) - \$450,000; Jersey City 95/5 Recaptured Funds (rehab) - \$150,000; NJDCA - \$2,000,000; Hudson County HOME - \$2,500,000; First Home Loan Bank - \$300,000; LIHTC - \$11,242,971; and deferred development fee - \$200,000; and

WHEREAS, the City supports this project and is recommending the project for four-hundred-and-fifty-thousand (\$450,000) in 95/5 Recaptured Funds earmarked for acquisition; and

WHEREAS, the City supports this project and is recommending the project for one-hundred-and-fifty-thousand dollars (\$150,000) in 95/5 Recaptured Funds earmarked for rehab; and

City Clerk File No. Res. 17-729
 Agenda No. 10.2.9 SEP 13 2017

TITLE:

**RESOLUTION TO RECOMMEND 95/5 RECAPTURED FUNDS TO FELA INC. d/b/a
 EMET REALTY, INC. – BERGENVIEW**

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) Upon successful completion of all required underwriting and subsidy analysis standards of the Division of Community Development, the Mayor or Business Administrator will be authorized to execute an agreement with Fela Inc. d/b/a EMET Realty, Inc. to utilize \$600,000 of 95/5 Recapture Funds to subsidize the acquisition and rehab for the preservation of 135 rentals units, all of which are earmarked affordable for households at approximately 0-30% AMI.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation CounselCertification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION TO RECOMMEND 95/5 RECAPTURED FUNDS TO FELA INC.
d/b/a EMET REALTY, INC. – BERGENVIEW**

Initiator

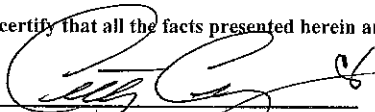
Department/Division	HEDC	Community Development
Name/Title	Golda Speyer	Affordable Housing Project Manager
Phone/email	201-547-4314	GSpeyer@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City of Jersey City's Division of Community Development is recommending its support of a 135-unit affordable housing rehab, rental at 654 Bergen Ave in the amount of \$600,000 in 95/5 Recaptured Funds to off-set the cost of acquisition and rehab.

I certify that all the facts presented herein are accurate.



Signature of Department Director

8/30/17
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-730

Agenda No. 10.Z.10

Approved: SEP 13 2017

TITLE:



RESOLUTION TO AUTHORIZE A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT WITH 78 MLK, LLC – 78 MLK DRIVE

WHEREAS, the City of Jersey City released a Request for Proposals (RFP) for Affordable Housing Trust Fund (AHTF), Community Development Block Grant (CDBG), and COAH Regional Contribution Agreement Funds (RCA) funding from January 31, 2017 to March 31, 2017; and

WHEREAS, the eligible applicant must provide proof that it is the recipient of funds from other public or private source(s) that together with the Jersey City Division of Community Development will constitute sufficient funds to complete the proposed project; and

WHEREAS, on July 13, 2016, the Municipal Council adopted Resolution No. 16-468 authorizing the submission of the FY 2016 Annual Action Plan, which identified \$338,828 in PY 2016 CDBG funds for the use of acquisition for affordable housing; and

WHEREAS, 78 MLK, LLC. – 78 MLK Dr. proposes acquisition and new construction for the creation of three (3) affordable homeownership units for households at approximately 80% AMI; and

WHEREAS, 78 MLK will be located at 78 MLK Drive, Jersey City, New Jersey, Block 25601 Lot 1; and

WHEREAS, the total project cost for is approximately \$1,348,993. Proposed financing will consist of the following sources: Jersey City CDBG - \$160,000, Jersey City HOME - \$355,827, Jersey City AHTF - \$59,173; developer equity - \$210,000 and a construction loan - \$700,000; and

WHEREAS, the City supports this project and is recommending the project for one-hundred-and-sixty-dollars (\$160,000) in PY 2016 Community Development Block Grant (CDBG) funds to off-set the cost of acquisition.

City Clerk File No. Res. 17-730Agenda No. 10.Z.10 SEP 13 2017

TITLE:

RESOLUTION TO AUTHORIZE A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT WITH 78 MLK, LLC - 78 MLK DRIVE**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- 1) Upon successful completion of all required underwriting and subsidy analysis standards of the Division of Community Development, the Mayor or Business Administrator will be authorized to enter into an Agreement with 78 MLK, LLC. - 78 MLK to utilize \$160,000 of CDBG funds to subsidize the acquisition of the subject property for the creation of three (3) affordable homeownership units for low income households at approximately 80% AML.
- 2) Subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements, and such other documents deemed necessary to secure loans under the Community Development Block Grant (CDBG). The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development (DCD) and shall be in accordance with all laws, rules and regulations applicable to the program.

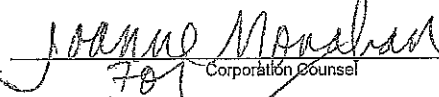
I, Donna L. Mauer, hereby certify that sufficient funds in the amount of \$160,000 are available in Account No. 58-200-56-851-743, P.O. No. 126315.


Donna L. Mauer
 Chief Financial Officer

APPROVED: APPROVED: 

Business Administrator

APPROVED AS TO LEGAL FORM


 Joanne Monahan
 Corporation Counsel

Certification Required ☒Not Required ☐


APPROVED 9-0

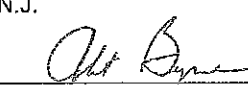
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION TO AUTHORIZE A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AGREEMENT WITH 78 MLK, LLC – 78 MLK DRIVE

Initiator

Department/Division	HEDC	Community Development
Name/Title	Golda Speyer	Affordable Housing Project Manager
Phone/email	201-547-4314	GSpeyer@jcnj.org

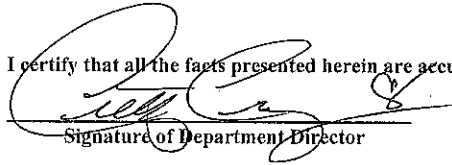
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City of Jersey City's Division of Community Development is recommending its support of a 3-unit new construction, ownership affordable housing project located at 78 MLK Dr. with AHTF, HOME and CDBG dollars.

This Resolution for the project will authorize the Subgrantee to enter into an Agreement in the amount of \$160,000 in PY 16 Community Development Block Grant (CDBG) funds to off-set the cost of acquisition.

I certify that all the facts presented herein are accurate.


Signature of Department Director

8/30/17
Date

**CITY OF JERSEY CITY
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
for Acquisition
SUBGRANTEE AGREEMENT**

THIS AGREEMENT, entered into this ____ day of **September, 2017**, by and between the City of Jersey City (herein called the "Grantee" and/or "City") and **78 MLK, LLC.** (herein called the "Subgrantee").

WHEREAS, the Grantee has applied for and received funds from the U.S. Department of Housing and Urban Development (HUD), under Title 1 of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the primary objective of Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, (the "Act") and the Community Development Block Grant ("CDBG") Program under the Act is the development of viable urban communities, by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the Municipal Council of Jersey City approved and authorized the submission of the 2015-2019 Consolidated Plan and Annual Application/Action Plan for Fiscal Year 2016 to the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the U.S. Department of Housing and Urban Development has approved the City's 2015-2019 Consolidated Plan and Annual Action Plan for Fiscal Year 2016 (April 1, 2016 through March 31, 2017); and

WHEREAS, the Division of Community Development (herein referred to as "DCD"), is the City division responsible for administering the HUD entitlement grants; and

WHEREAS, the Grantee wishes to engage the Subgrantee to assist the Grantee in utilizing such funds.

NOW, THEREFORE, it is agreed between the parties hereto that;

ARTICLE I: PROJECT

SECTION 1: PROJECT DESCRIPTION

Type of Project: **Acquisition**

Project Location: **78 Martin Luther King Dr, Jersey City, NJ 07306**

Service Area: **City of Jersey City**

HUD Matrix Code: **01, Acquisition**

Basic Eligibility Citation: **24 CFR 570.201(a): Acquisition**

Amount Funded: **\$160,000**

SECTION 2: SCOPE OF SERVICE

A. Activities

1. General Statement

The Subgrantee will provide **acquisition of a vacant property located at 78 Martin Luther King Drive (Block: 25601, Lot: 1)** for the future construction of affordable housing benefitting **low-moderate income persons**. The Subgrantee will be responsible for administering a Community Development Block Grant (CDBG) program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the CDBG program:

2. Program Delivery

Activity #1: **Acquisition of a vacant property located at 78 Martin Luther King Drive (Block: 25601, Lot: 1) for the future construction of three (3) homeownership units, all earmarked for affordable housing.**

3. Income Benefit Goals

It is anticipated that approximately **3** unduplicated low- to moderate-income households will be served over the course of this 12-month Agreement. Low- to moderate-income is defined as individuals and/or households earning less than 80% of the Area Median Income.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons, aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subgrantee certifies that the activity/activities carried out under this Agreement will meet the National Objective of **Benefit to Low-Moderate Income Persons**.

C. Goals and Performance Measures

The Subgrantee agrees to provide the following measurable activities and/or services:

Activity	Units Per Year
Acquisition	1 Parcel
LMI housing	3 Households

D. Performance Monitoring

The Grantee will monitor the performance of the Subgrantee against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard

E. Special Conditions

None.

SECTION 3: TERM OF AGREEMENT

The term of this Agreement is through. The Term of this Agreement is for one year. The City and the Subgrantee may extend the agreement by mutual consent. The Subgrantee must make a written request to the City for an extension of the grant period no less than sixty days before the end of the grant period. If no grant extension is requested and/or granted, all funds must be drawn down within sixty days after the end of the grant period.

Additionally, the Subgrantee must comply with a Continuing Use requirement, which assures that capital investments will provide long-term, continuous benefits to low- and moderate-income persons or areas. Any projects or capital improvement cost paid with more than \$20,000 and up to \$50,000 in CDBG funds must be able to provide benefits to low- and moderate-income persons or areas for a minimum of five (5) years at the project site. For projects exceeding \$50,000 and up to \$100,000 in CDBG funds, the minimum continuing use is ten (10) years. Projects that exceed \$100,000 and up to \$150,000 in CDBG funds must be held in the same use for fifteen (15) years. Projects that exceed \$150,000 up to \$200,000 in CDBG funds must be held in the same use for twenty (20) years. Projects that exceed \$200,000 in CDBG funds must continue to serve low- and moderate-income persons for a minimum of twenty-five (25) years.

A mortgage shall be recorded on the real property to ensure the Continuing Use requirement is met. Any subsequent CDBG program award will be subject to a mortgage modification updating grant award amounts and extending the term of Continuing Use.

SECTION 4: PROGRAM REPORTING

The Subgrantee shall submit reports as required by the City to meet its local obligations and obligations to HUD. The City will prescribe the report format, as well as the time and method of submission of such reports. Required reports include, but are not limited to the following:

- A. Quarterly reports which shall include the progress made to date, or justification for lack of progress, in providing the services specified in Article I, Section 2: Scope of Services, of this Agreement.
- B. Quarterly reports on demographic and income information regarding persons assisted by the Subgrantee through this Agreement.
- C. Closeout reports including a final performance report, inventory of all property acquired or improved by CDBG funds, and final financial report, upon termination or completion of the award.

Article II:

SECTION 1: PAYMENTS AND BUDGET

A. General Statement

The City shall reimburse the Subgrantee its reasonable and allowable costs for the services/project identified in this Agreement not to exceed **\$160,000** upon submission of a bona fide payment voucher with complete documentation as set forth in this Agreement.

Such reimbursement shall constitute full and complete payment by the City under this Agreement. Allowable costs shall mean those necessary and proper costs identified in the Subgrantee's application and budget and approved by the City unless any or all such costs are disallowed by HUD.

Any reimbursements made under this Agreement must comply with the applicable requirements of 24 CFR Part 200. The Subgrantee may not request disbursement of funds under this Agreement until the funds are needed for payment of allowable costs.

B. Payments

Reimbursement requests must be submitted to City of Jersey City, Division of Community Development, CDBG Program, 30 Montgomery Street, Suite 404, Jersey City, NJ 07302. All payments must be approved by Municipal Council of Jersey City.

A schedule of submission deadlines and projected payment dates will be provided at the start of the calendar year. The projected payment dates are to be considered approximate and the City is not responsible for payment delays caused by events beyond its control.

Reimbursement payments shall be made to **78 MLK, LLC**.

Payments may be contingent upon certification of the Subgrantee's financial management system in accordance with the standards specified in 2 CFR 200.

Drawdowns for the payment of allowable costs shall be made against the line item budgets specified in Paragraph C, below, herein and in accordance with performance.

C. Budget

Line Item	Cost
Acquisition	\$160,000.00
Total	\$160,000.00

In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subgrantee shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to the budget must be requested and approved in writing by both the Grantee and Subgrantee.

D. Closeout

Upon termination of this Agreement, in whole or in part for any reason including completion of the project, the following provisions may apply:

- A. Upon written request by the Subgrantee, the City shall make or arrange for payments to the Subgrantee of allowable reimbursable costs not covered by previous payments;
- B. Disposition of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee);
- C. The Subgrantee shall submit within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the City or its designee; and
- D. Closeout of funds will not occur unless all requirements of 24 CFR 92.507 are met and all outstanding issues, if any, with the Subgrantee have been resolved to the satisfaction of the City.

The Subgrantee's obligation to the Grantee shall not end until all closeout requirements are completed. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subgrantee has control over CDBG funds, including program income.

SECTION 2: DOCUMENTATION OF COSTS AND OTHER FINANCIAL REPORTING

All costs shall be supported by the properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to the Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the City and HUD shall have the right to audit the records of the Subgrantee as they relate to the Agreement and the activities and services described herein.

The Subgrantee shall also:

- A. Maintain an effective system of internal fiscal control and accountability for all CDBG funds and property acquired or improved with CDBG funds, and make sure the same are used solely for authorized purposes.
- B. Keep a continuing record of all disbursements by date, check number, amount, vendor, description of items purchased and line item from which the money was expended, as reflected in the Subgrantee's accounting records.
- C. Maintain payroll, financial, and expense reimbursement records for a period of five (5) years after receipt of final payment under this Agreement.
- D. Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the City of HUD at any time during normal business hours and as often as necessary.

- E. Inform the City concerning any funds allocated to the Subgrantee, that the Subgrantee anticipates will not be expended during the term of this Agreement, and permit the reassignment of the same by the City to other Subgrantees.
- F. Repay the City any funds in its possession at the time of the termination of this Agreement that may be due to the City or HUD.
- G. Maintain complete records concerning the receipt and use of all program income. Program income shall be reported on a quarterly basis on forms provided by the City.

SECTION 3: REIMBURSEMENT

The City shall reimburse the Subgrantee only for actual incurred costs upon presentation of properly executed payment voucher form as provided and approved by the City. Only those allowable costs directly related to this Agreement shall be paid. The amount of each request must be limited to the amount needed for payment of eligible costs.

In the event that the City or HUD determines that any funds were expended by the Subgrantee for unauthorized or ineligible purposes or the expenditure constitutes disallowed costs in any other way, the City or HUD may order repayment of the same. The Subgrantee shall remit the disallowed amount to the City within thirty (30) days of written notice of the disallowance.

- A. The Subgrantee agrees that funds determined by the City to be surplus upon completion of the Agreement will be subject to cancellation by the City.
- B. The Subgrantee agrees that upon expiration of this Agreement, the Subgrantee shall transfer to the City any CDBG funds on hand at the time of expiration and any account receivable attributable to the use of CDBG funds.
- C. The City shall be relieved of any obligation for payments if funds allocated to the City cease to be available for any cause other than misfeasance of the City itself.
- D. The City reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this agreement.

SECTION 4: PROGRAM INCOME

The Subgrantee shall report quarterly on all program income as defined by 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subgrantee shall comply with the requirements set forth at 25 CFR 570.504. By way of further limitations, the Subgrantee may use such income only during the term of this Agreement and only for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the completion of the Agreement.

ARTICLE III: GENERAL CONDITIONS AND REQUIREMENTS

SECTION 1: NOTICES

Notices required by this Agreement shall be in writing and delivered by mail, commercial courier, personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Grantee/City

City of Jersey City
Division of Community Development
30 Montgomery Street, Suite 404
Jersey City, NJ 07302
201-547-5086 (phone)
201-547-5104 (fax)

Subgrantee

78 MLK, LLC.
Attention: Eugene O'Connell, esq.
853 Summit Ave
Jersey City, NJ 07307
201-963-3668 (phone)

SECTION 2: GENERAL CONDITIONS

A. General Compliance

The Subgrantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including Subpart J and Subpart K of these regulations, except that (1) the Subgrantee does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604 and (2) the Subgrantee does not assume the Grantee's responsibility for initiating the review process under 24 CFR Part 52. The Subgrantee also agrees to comply with all other applicable Federal, State, and Local laws, regulations, and policies governing the funds provided under this Agreement. The Subgrantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

The Subgrantee shall comply with all applicable Federal laws, regulations, and requirements and all provisions of this Agreement, which include compliance with the provisions of the Housing and Community Development Act and all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program. The applicable laws and regulations include, but are not limited to:

- 24 CFR Part 570
- 2 CFR Part 200
- The Davis-Bacon Fair Labor Standards Act
- The Contract Work Hours and Safety Standards Act of 1962
- Copeland "Anti-Kickback" Act of 1934
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA)
- Title VI of the Civil Rights Act of 1964; (Public Law 88-352 implemented in 24 CFR Part 1)

- Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234 and Executive Order 11063 as amended by Executive Order 12259 implemented in 24 CFR Part 107)
- Sections 104(b) and 109 of the Housing and Urban Development Act of 1968
- Section 3 of the Housing and Urban Development Act of 1968
- Equal employment opportunity and minority business enterprise regulations established in 24 CFR Part 570.904
- Non-discrimination in employment, established by Executive Order 11246 (as amended by Executive Orders 11375 and 12086)
- Section 504 of the Rehabilitation Act of 1973 Uniform Federal Accessibility Standards
- The Architectural Barriers Act of 1968
- The American With Disabilities Act (ADA) of 1990
- The Age Discrimination Act of 1975, as amended
- National Environmental Policy of 1969 (42 U.S.C. 4321 et seq.), as amended
- Lead Based Paint regulations established in 24 CFR Parts 35, 570.608, and 24 CFR 982.401.
- Asbestos guidelines established in CPD Notice 90-44
- HUD Environmental Criteria and Standards (24 CFR Part 51)
- The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39
- Historic Preservation Act of 1966, as amended, and related laws and Executive Orders
- Executive Order 11988, Floodplain Management, 1977 (42 FR 26951 et seq.)
- Flood Disaster Protection Act of 1973

B. Independent Contractor

Nothing contained in this Agreement is intended, or shall be construed in any manner to create or establish a relationship of employer/employee between the Grantee and Subgrantee. The Subgrantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subgrantee is an independent contractor.

C. Hold Harmless

To the extent permitted by law, the Subgrantee agrees to hold harmless, defend and indemnify the City and its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of any actions, claims, lawsuits, damages, charges and judgments whatsoever that arise out of the Subgrantee's performance or non-performance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subgrantee shall provide Workers' Compensation Insurance for all of its employees involved in the performance of this Agreement.

E. Insurance

The Subgrantee, at its sole cost and expense, shall obtain, or cause to be obtained, and shall maintain, or cause to be maintained, at all times throughout the term of this Agreement, insurance on the property in such amounts as set forth as follows:

1. Comprehensive general public liability broad-form insurance, insuring against any and all liability of Grantee or claims of liability of Grantee arising out of, occasioned by or resulting from any accident or otherwise resulting in or about the premises and the adjoining streets, sidewalk and passageways, a minimum amount of \$1,000,000 for death or bodily injury to one or more person in connection with any accident or occurrence in or about the premises, and \$150,000 property damage in connection with any accident or occurrence in or about the premises, all upon a per occurrence basis.
2. The insurance policy shall be written by insurance companies authorized or licensed to do business in the State of New Jersey having an Alfred M. Best Company, Inc. rating of A or higher and a financial size category of not less than VII, and shall be on such forms and written by such companies as approved by the Grantee, which shall not be unreasonably withheld or delayed.
3. The certificates of insurance naming City of Jersey City as additional insured shall be provided to the City by the Subgrantee's insurance agent or carrier as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect. Insurance limits must be on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the City prior to commencement of this Agreement.

The Subgrantee will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Failure on the part of the Subgrantee to procure or maintain policies providing the required coverages, conditions and minimum limits will constitute a material breach of this Agreement, upon which the City may immediately terminate this Agreement.

F. Licensing

The Subgrantee agrees to comply with and obtain at its own expense, if necessary, all applicable Federal, State, County, or Municipal standards for licensing, certifications, and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

In the event of an investigation or suspension regarding any Subgrantee license related to the services for which the City is providing further funding under this Agreement, the City may terminate this Agreement and withhold further agreement funds. In addition, monies already received under this Agreement may be owed to the City.

G. Amendments

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized

representative of each organization, and approved by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subgrantee from its obligations under this Agreement. The Grantee may, in its discretion, amend this Agreement to conform with Federal, State, or local guidelines, policies, or available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subgrantee.

H. Failure to Perform

In the event of a failure by the Subgrantee to comply with any terms or conditions of their Agreement or to provide in any manner activities or other performances as agreed herein, the City reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the Subgrantee from incurring additional obligation of funds until the City is satisfied that corrective action has been taken or completed. The option to withhold funds in addition to, and not in lieu of the City's right to suspend or terminate this Agreement. The City may consider performance under this Agreement when considering future awards.

I. Suspension or Termination

The Grantee may pursue such remedies as are available to it in accordance with 2 CFR 200.338 and 2 CFR 200.339, including but not limited to suspension or termination of this Agreement. If the Subgrantee materially fails to comply with any terms or conditions of this Agreement, which include, but are not limited to the following:

- A. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
- B. Failure, for any reason, of the Subgrantee to fulfill in a timely and proper manner its obligations under this Agreement;
- C. Ineffective or improper use of funds provided under this Agreement;
- D. Submission by the Subgrantee to the Grantee reports that are incorrect or incomplete in any material respect;
- E. Failure to take satisfactory corrective action as directed by the City.

In accordance with 2 CFR 200.339, this Agreement may also be terminated for convenience by either the Grantee or Subgrantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If, in the case of a partial termination, however, the Grantee determines that if the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

In the event that funding from the Federal government is withdrawn, reduced, or limited in any way after the effective date of this Agreement but prior to its normal completion, the City may summarily terminate this Agreement as to the funds reduced or limited, notwithstanding any other

termination provisions of this Agreement. Termination under this Section shall be effective upon receipt of written notice.

In the case of suspension or termination, monies already received under this Agreement may be owed to the City and the City may also declare the Subgrantee ineligible for further participation in the CDBG program.

SECTION 3: ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subgrantee agrees to comply with 2 CFR 200.300 through 2 CFR 200.309 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subgrantee shall administer its program in conformance with 2 CFR 200.400 through 2 CFR 200.475, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subgrantee shall maintain all records required by the Federal regulations specified in 25 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but are not limited to:

- Records providing a full description of each activity undertaken;
- Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- Records required to determine eligibility of activities;
- Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
- Records documenting compliance with the Fair Housing and Equal Opportunity components of the CDBG program;
- Financial records as required by 24 CFR 570.502 and 2 CFR 200.300 through 2 CFR 200.309;
- Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subgrantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there are litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the five year period, then such records must be retained until completion of

the action and resolution of all issues, or the expiration of the five year period, whichever occurs later.

3. Client Data

The Subgrantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, demographic information, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subgrantee understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subgrantee's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Audits & Inspections

All Subgrantee records with respect to any matters covered by this Agreement shall be made available to the Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subgrantee within thirty (30) days after receipt by the Subgrantee. Failure of the Subgrantee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subgrantee hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subgrantee audits and 2 CFR 200 Subpart F.

C. Citizen Participation

The Subgrantee will have processes in place (satisfaction surveys, Board representation, grievance procedures, etc.) which receive, document, and utilize the input from low- and moderate-income persons potentially benefitting or affected by the program or project covered under this agreement.

D. Procurement

1. Non-Profit and Private Organizations

The Subgrantee shall comply with the requirements of 2 CFR 200.318 through 2 CFR 200.326. Subgrantees will use their own procurement procedures which reflect applicable State and Local laws and regulations provided that the procurement standards conform to applicable Federal law and standards.

2. Governmental Agencies

The Subgrantee shall comply with the requirements of 2 CFR 200.317 through 2 CFR 200.326. Subgrantees will use their own procurement procedures which reflect applicable State and Local laws and regulations provided that the procurement standards conform to applicable Federal law and standards.

Subgrantees that are a governmental agency shall also comply with the New Jersey Public Contracts Law (N.J.S.A. 40A:11-1 et seq. and N.J.A.C. 5:34). Although the New Jersey Public Contracts Law permits the awarding of professional service contracts without competitive bidding, Subgrantees that are a governmental agency awarding professional service contracts must comply with the requirements of 2 CFR 200.320.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 24 CFR 570.503, and 24 CFR 570.504, as applicable, which include but are not limited to the following:

- A. The Subgrantee shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- B. Real property under the Subgrantee's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement, or such longer period of time as the Grantee deems appropriate. If the Subgrantee fails to use CDBG assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subgrantee shall pay the Grantee an amount equal to the current fair market value of the property less any portion of value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such payment shall constitute program income to the Grantee. The Subgrantee may retain real property acquired or improved under this Agreement after the expiration of the five-year period (or such longer period of time as the Grantee deems appropriate).
- C. In all cases in which equipment was acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subgrantee for activities under this Agreement shall be (1) transferred to the Grantee for the CDBG program or (2) retained after compensating the Grantee in an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

SECTION 4: RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subgrantee agrees to comply with (1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (2) the requirements of 24 CFR 570.606(c) governing the

Residential Anti-Displacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act of 1974, as amended; and (3) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Grantee may, however, preempt the optional policies. The Subgrantee shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for CDBG-assisted project. The Subgrantee also agrees to comply with the applicable State and Local ordinances, resolutions, and policies concerning the displacement of persons from their residences.

Displacement of persons including individuals, families, businesses, non-profit organizations and farms as a result of activities assisted with CDBG funds is generally discouraged.

SECTION 5: PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. General Compliance

The Subgrantee agrees to comply with Title VI of the Civil Rights Act of 1964, as amended; Title VIII of the Civil Rights Act of 1964, as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Orders 11063; and Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Non-Discrimination

The Subgrantee agrees to comply with the non-discrimination in employment and contracting opportunities law, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable, which stipulated that no person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to this Agreement.

Additionally, the Subgrantee shall not, on the grounds of race, color, sex/gender, sexual orientation, familial status, religion, national origin, creed, ancestry, marital status, age, disability, or handicap:

- A. Deny a qualified individual any facilities, financial aid, services, or other benefits provided under this Agreement;
- B. Provide any facilities, financial aid, services, or other benefits which are different, or are provided in a different manner, from those provided to others under this Agreement;
- C. Subject an individual to segregated or separate treatment in any facility, or in any matter that is process related to receipt of any service or benefit under this Agreement;
- D. Restrict an individual's access to or enjoyment of any advantage or privilege enjoyed by others in connection with any service or benefit under this Agreement;

- E. Treat an individual differently from others in determining if they satisfy any admission, enrollment, eligibility, membership, or other requirement or condition which the individual must meet to be provided a service or benefit under this Agreement;
- F. Deny anyone an opportunity to participate in any program or activity as an employee which is different from that afforded others under this Agreement. If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination binding upon each contractor or subcontractor. The Subgrantee shall take such actions as may be required to ensure full compliance with the provisions, including sanction for noncompliance.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 24 CFR 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, the Subgrantee shall cause or require a covenant running with the land to be inserted into the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereupon, providing the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subgrantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and not itself discriminate.

4. Section 504

The Subgrantee agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subgrantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

5. Architectural Barriers Act & Americans with Disabilities Act

The Subgrantee shall meet the requirements, where applicable, of the Architectural Barrier Act and the Americans with Disabilities Act, as set forth in 24 CFR 570.614. A building or facility designed, constructed, or altered with funds allocated or reallocated under CDBG program after December 11, 1995 and that meets the definition of a "residential structure" as defined in 24 CFR Part 40.2 or the definition of "building" as defined in 41 CFR Part 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards. The Americans with Disabilities Act of 1990 ("ADA") (42 U.S.C. 12131; 47 U.S.C. 155, 210, 218, and 255) requires that the design and construction of facilities for first occupancy after January 26, 1993 must include measures to make them readily accessible and usable by individuals with disabilities. The ADA further requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without undue difficulty or expense.

B. Affirmative Action

1. Approved Plan

The Subgrantee agrees that it shall commit to carry out pursuant to the Grantee's specifications an Affirmative Action Program, in keeping with the principles as provided in President's Executive Order 11246 as of September 24, 1966.

2. Women- and Minority-Owned Business (W/MBE)

The Subgrantee will use its best efforts to afford small business, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-American, Hispanic-American, Asian-American, Native American, Native Hawaiian, and Pacific Islander. The Subgrantee may rely on written representations by business regarding their status as minority and women business owned enterprises in lieu of an independent investigation.

3. Access to Records

The Subgrantee shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

4. Notifications

The Subgrantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subgrantee's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that it is an Equal Opportunity and Affirmative Action employer.

The Subgrantee shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60), and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subgrantee will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

6. Subcontract Provisions

The Subgrantee will include the provisions of Section 5. A. Civil Rights and Section 5. B. Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subgrantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subgrantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act of 1931, as amended; the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.), and all other applicable Federal, State, and Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subgrantee agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 et seq) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subgrantee shall maintain documentation that demonstrates compliance with hours and wage requirements of this Part. Such documentation shall be made available to the Grantee for review upon request.

The Subgrantee agrees that, except with respect to rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with the assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subgrantee of its obligation, if any, to require payments of the higher wage. The Subgrantee shall cause or require to be inserted in full, in all such contracts subject to such regulations and provisions meeting the requirements of this paragraph.

3. "Section 3"

A. Compliance

Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued thereunder prior to the execution of this contract, shall be a conditions of the Federal financial assistance provided under this contract and binding upon the Subgrantee and any of the Subgrantee's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Subgrantee and any of the Subgrantee's subrecipients and subcontractors, their successors and assignees, to those sanctions specified by the Agreement through which Federal assistance is provided.

The Subgrantee certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subgrantee further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provided economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subgrantee further agrees to ensure that opportunities for training and employment arising in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very-low income participants in other HUD funded programs.

The Subgrantee further agrees to award contracts for work undertaken in connection with housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to businesses that provide economic opportunities to low- and very low-income residents within the service area or neighborhood in which the project is located, and to low- and very low-income participants in other HUD funded programs.

The Subgrantee certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

B. Notifications

The Subgrantee agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement, other contract, or understanding, if any. A notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts

The Subgrantee will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subgrantee will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulation under 24 CFR 135 and will not allow any subcontract unless the entity has

first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subgrantee shall not assign or transfer any interest in this Agreement without prior written consent of the Grantee; provided, however, that claims for money due or become due to the Subgrantee from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

2. Subcontracts

A. Approvals

The Subgrantee shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

B. Monitoring

The Subgrantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of non-compliance.

C. Content

The Subgrantee shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

D. Selection Process

The Subgrantee shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subgrantee agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subgrantee agrees to abide by the provisions of 2 CFR 200.317 through 2 CFR 200.326 and 24 CFR 570.611, which include, but are not limited to the following:

- A. The Subgrantee shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.
- B. No employee, officer, or agent of the Subgrantee shall participate in the selection, the award, or the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- C. No covered person who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subgrantee, or any designated public agency.
- D. No owner, developer or sponsor of a project assisted with CDBG funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit, or non-profit when acting as an owner, may occupy a CDBG assisted affordable housing unit in a project. This provision does not apply to an individual who receives CDBG funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

5. Lobbying

The Subgrantee hereby certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an employee of a Member of Congress, or an officer or employee of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and employee of a Member of Congress, or an officer or employee of Congress in connection with this Federal contract, grant loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- C. It will require that the language of Paragraph D of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subgrantees shall certify and disclose accordingly;

D. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Grantee Recognition

The Subgrantee shall ensure recognition of the role of the City in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Subgrantee will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

7. Copyright and Patent

If this Agreement results in any copyrightable material or patented inventions, the Grantee reserves the right to a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work or materials for governmental purposes. Pursuant to 2 CFR 200.80, license fees and royalties on copyrights and patents are considered program income.

8. Religious Activities

The Subgrantee agrees that funds provided under this Agreement will not be utilized for inherent religious activities prohibited by 24 CFR 570.200 (j), such as worship, religious instruction, or proselytization.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provisions of services utilizing CDBG funds the Subgrantee agrees that, in connection with such services:

- A. It will not discriminate against any employee or applicant for the employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

- B. It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preferences to persons on the basis of religion;
- C. It will provide no mandatory religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such services.

9. Other Program Requirements

The Subgrantee shall carry out each activity in compliance with all Federal laws and regulations described in 24 CFR 570 Subpart K, regardless if the law is specifically stated in this Agreement, except that:

- A. The Subgrantee does not assume the Grantee's environmental responsibilities described in 24 CFR Section 570.604; and
- B. The Subgrantee does not assume the Grantee's responsibility for initiating the review process under Executive Order 12372.

SECTION 6: ENVIRONMENTAL

CDBG regulations require the preparation of a project Environmental Review Record (ERR) and environmental clearance before funds are expended or costs incurred. The overall governing legislation is the National Environmental Policy Act.

City staff or its designated agent will complete the ERR. The time required for completion of the ERR can vary from a week to several months. If the initial Environmental Assessment determines that an Environmental Impact Statement (EIS) or a Biological Assessment (BA) is necessary, the Subgrantee will be required to make appropriate budget modifications to assure the costs of the EIS or BA are paid for from project funds. After completion of the ERR, the City may publish a notice of a Finding of No Significant Environmental Impact (FONSI) in a local newspaper declaring the intent to request release of project funds from HUD. After the release of funds by HUD, the City will send the Subgrantee a written notice to begin the project. Subgrantees shall not implement any project activities or incur any project costs until receipt of the Notice to Proceed.

The City must also determine whether the project meets other applicable statutory and regulatory requirements which include, but are not limited by the following:

A. Air and Water

The Subgrantee agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401 et seq.;
- Federal Water Pollution Control Act, as amended; 33 U.S.C 1251, et seq., as amended; 33 U.S.C. 1318 relating to inspection, monitoring, entry, reports, and information as well as other requirements specified in Section 308 of said act, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subgrantee shall assure that for the activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes including rehabilitation.

C. Lead Based Paint

The Subgrantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood level screening for children under the age of seven (7). The notice should also state that if lead-based paint is found in the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, stabilization and/or abatement may be conducted.

D. Historic Preservation

The Subgrantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SECTION 7: HANDBOOK RECEIPT CERTIFICATION

The Subgrantee certifies that it has received the HUD publications, *"Playing by the Rules-A Handbook for CDBG Subrecipients on Administrative Systems"* and *"Davis-Bacon Labor Standards: A Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction Projects"* in either print or electronic format from the Grantee. The Subgrantee further certifies and agrees that it is the Subgrantee's obligation as part of this Agreement to read and understand the aforementioned publications.

SECTION 8: SEVERABILITY

It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be invalid, illegal, or in conflict with any law, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

SECTION 9: SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

SECTION 10: WAIVER

The Grantee's failure to act with respect to a breach by the Subgrantee does not waive the right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any such right or provision shall not constitute a waiver of such right or provision.

SECTION 11: SUCCESSORS

This Agreement shall be binding upon each of the parties, their assigns, purchasers, trustees, and successors.

SECTION 12: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Grantee and the Subgrantee for the use of funds received under this Agreement and it supersedes all prior and contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subgrantee with respect to this Agreement.

SECTION 13: NO THIRD-PARTY BENEFICIARIES

Except as expressly provided otherwise, this Agreement is intended to be solely for the benefit of the parties and shall not otherwise be deemed to confer upon or give to any other person or third-party any remedy, claim, cause, action, or other right.

SECTION 14: GOVERNING LAW AND JURISDICTION

This Agreement shall be construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the most recent signatory.

SUBGRANTEE

By: _____
Signature

Name: _____

Title: _____

Date: _____

CITY OF JERSEY CITY

By: _____
Signature

Name: Carmen Gandulla

Title: Director, Division of Community
Development

Date: _____

By: _____
Signature

Name: Robert J. Kakoleski

Title: Business Administrator

Date: _____

ATTEST

By: _____
Signature

Name: Robert Byrne

Title: City Clerk

Date: _____

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-731
Agenda No. 10-Z.11
Approved: SEP 13 2017
TITLE:



RESOLUTION TO RECOMMEND AFFORDABLE HOUSING TRUST FUNDS TO OCEAN MLK URBAN RENEWAL ASSOCIATES, L.P.- JACKSON GREEN

WHEREAS, on September 28, 2005 the City of Jersey City adopted Ordinance 05-130 amending and supplementing Chapter 304, Article VI (Long Term Tax Exemptions) of the Jersey City code that established an Affordable Housing Trust Fund (AHTF) from recipients of long term tax exemptions to adopt a spending plan; and

WHEREAS, said spending plan authorizes the City to enter into contract with for profit or non-profit entities, organized under state and federal law for the purpose of constructing affordable housing; and

WHEREAS, the City of Jersey City released a Request for Proposals (RFP) for Affordable Housing Trust Fund (AHTF), Community Development Block Grant (CDBG), and COAH Regional Contribution Agreement Recapture Funds (RCA) funding from January 31, 2017 to March 31, 2017; and

WHEREAS, the Affordable Housing Trust Fund Committee met on April 13, 2017, May 11, 2017, and June 29, 2017 to review applications for the AHTF RFP; and

WHEREAS, the eligible applicant must provide proof that it is the recipient of funds from other public or private source(s) that together with the AHTF will constitute sufficient funds to complete the proposed project; and

WHEREAS, Ocean MLK Urban Renewal Associates, L.P. – Jackson Green proposes to create new construction for the creation of ninety-nine (99) rental units, of which fifty-four (54) units are affordable for households at approximately 0-60% AMI; and

WHEREAS, Ocean MLK Urban Renewal Associates, L.P. – Jackson Green will be located at scatter sites situated throughout Jersey City, New Jersey at 683-689 Ocean Ave; 12-14 Kearney Ave; 659-661 Ocean Ave; 8-10 Orient Ave; 59-65 Virginia Ave; 421-423 MLK Dr.; 719-721 Ocean Ave, Block(s) 21201 Lot(s) 9-14, Block(s) 22602 Lot(s) 8-11, Block(s) 21102 Lot(s) 44-47, Block(s) 21101 Lot(s) 34-35, and Block(s) 21201 Lot(s) 1; and

WHEREAS, the total project cost is approximately \$26,440,087. Proposed financing will consist of the following identified sources in several phases: Affordable Housing Trust Funds - \$569,000; Jersey City 95/5 Recapture Funds (New Construction) - \$300,564; Jersey City 95/5 Recapture Funds (Acquisition) - \$130,436; construction loan - \$5,635,814; developer equity - \$1,438,845; and tax credit proceeds - \$16,365,428; and

WHEREAS, the City supports this project and is recommending five-hundred-sixty-nine-thousand-dollars (\$569,000) in Jersey City Affordable Housing Trust Funds.

City Clerk File No. Res. 17-731Agenda No. 10-Z:11 SEP 13 2017

TITLE:

**RESOLUTION TO RECOMMEND AFFORDABLE HOUSING TRUST FUNDS TO OCEAN
MLK URBAN RENEWAL ASSOCIATES, L.P.- JACKSON GREEN****NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- 1) Upon successful completion of all required underwriting and subsidy analysis standards of the Division of Community Development, the Mayor or Business Administrator will be authorized to execute an agreement with MLK Urban Renewal Associates, L.P. to utilize (\$569,000) in Jersey City Affordable Housing Trust Funds for the creation of ninety-nine (99) rental units, of which fifty-four (54) units are affordable for households at approximately 0-60% AMI.

"The purpose of the within resolution is to approve a recommendation of funds for the applicant who is applying for other affordable housing funding from 3rd parties. Provided the applicant submits proof to the City that it has received such 3rd party funding commitments, then the City will need to adopt a separate resolution to encumber the funds and authorize the execution of a grant agreement."

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
Corporation CounselCertification Required ☐

Not Required


APPROVED 9-0

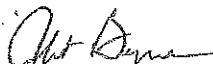
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION TO RECOMMEND AFFORDABLE HOUSING TRUST FUNDS TO OCEAN MLK URBAN RENEWAL ASSOCIATES, L.P- JACKSON GREEN

Initiator

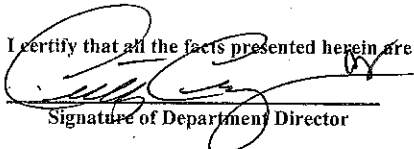
Department/Division	HEDC	Community Development
Name/Title	Golda Speyer	Affordable Housing Project Manager
Phone/email	201-547-4314	GSpeyer@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City of Jersey City's Affordable Housing Trust Fund Committee and Division of Community Development is recommending its support of a 99-unit new construction project, of which 54 are earmarked for rental affordable housing units at scattered sites in the amount of \$569,000 in Affordable Housing Trust Funds to off-set the cost of acquisition and new construction.

I certify that all the facts presented herein are accurate.


Signature of Department Director

8/30/17
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-732
Agenda No. 10.Z.12
Approved: SEP 13 2017
TITLE: _____



RESOLUTION TO RECOMMEND 95/5 RECAPTURED FUNDS TO OCEAN MLK URBAN RENEWAL ASSOCIATES, L.P.- JACKSON GREEN

WHEREAS, the City of Jersey City released a Request for Proposals (RFP) for Affordable Housing Trust Fund (AHTF), Community Development Block Grant (CDBG), and COAH Regional Contribution Agreement Recapture Funds (RCA) funding from January 31, 2017 to March 31, 2017; and

WHEREAS, the Affordable Housing Trust Fund Committee met on April 13, 2017, May 11, 2017, and June 29, 2017 to review applications for the AHTF RFP; and

WHEREAS, the eligible applicant must provide proof that it is the recipient of funds from other public or private source(s) that together with the AHTF will constitute sufficient funds to complete the proposed project; and

WHEREAS, Ocean MLK Urban Renewal Associates, L.P. – Jackson Green proposes new construction for the creation of ninety-nine (99) rental units, of which fifty-four (54) units are affordable for households at approximately 0-60% AMI; and

WHEREAS, Ocean MLK Urban Renewal Associates, L.P. – Jackson Green will be located at scatter sites situated at 683-689 Ocean Ave; 12-14 Kearney Ave; 659-661 Ocean Ave; 8-10 Orient Ave; 59-65 Virginia Ave; 421-423 MLK Dr.; 719-721 Ocean Ave, Jersey City, New Jersey, Block(s) 21201 Lot(s) 9-14, Block(s) 22602 Lot(s) 8-11, Block(s) 21102 Lot(s) 44-47, Block(s) 21101 Lot(s) 34-35, and Block(s) 21201 Lot(s) 1; and

WHEREAS, the total project cost is approximately \$26,440,087. Proposed financing will consist of the following identified sources in several phases: Affordable Housing Trust Funds - \$569,000; Jersey City 95/5 Recapture Funds (New Construction) - \$300,564; Jersey City 95/5 Recapture Funds (Acquisition) - \$130,436; construction loan - \$5,635,814; developer equity - \$1,438,845; and tax credit proceeds - \$16,365,428; and

WHEREAS, the City supports this project and is recommending three-hundred-thousand-five-hundred-sixty-four dollars (\$300,564) in Jersey City 95/5 Recapture Funds (New Construction); and one-hundred-thirty-thousand-four-hundred-thirty-six (\$130,436) in Jersey City 95/5 Recapture Funds (Acquisition).

City Clerk File No. Res. 17-732Agenda No. 10-Z-12 SEP 13 2017

TITLE:

RESOLUTION TO RECOMMEND 95/5 RECAPTURED FUNDS TO OCEAN MLK URBAN RENEWAL ASSOCIATES, L.P.- JACKSON GREEN**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- 1) Upon successful completion of all required underwriting and subsidy analysis standards of the Division of Community Development, the Mayor or Business Administrator will be authorized to execute an agreement with MLK Urban Renewal Associates, L.P. to utilize \$431,000 of 95/5 Recaptured Funds for the creation of ninety-nine (99) rental units, of which fifty-four (54) units are affordable for households at approximately 0-60% AMI.

"The purpose of the within resolution is to approve a recommendation of funds for the applicant who is applying for other affordable housing funding from 3rd parties. Provided the applicant submits proof to the City that it has received such 3rd party funding commitments, then the City will need to adopt a separate resolution to encumber the funds and authorize the execution of a grant agreement."

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

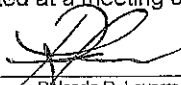
Certification Required ☐Not Required ☒**APPROVED 9-0**

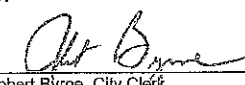
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION TO RECOMMEND 95/5 RECAPTURED FUNDS TO OCEAN MLK URBAN RENEWAL ASSOCIATES, L.P- JACKSON GREEN

Initiator

Department/Division	HEDC	Community Development
Name/Title	Golda Speyer	Affordable Housing Project Manager
Phone/email	201-547-4314	GSpeyer@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City of Jersey City's Division of Community Development is recommending its support of a 99-unit new construction project, of which 54 are earmarked for rental affordable housing units at scattered sites. The City is recommending \$431,000 in 95/5 Recaptured Funds to off-set the cost of acquisition and new construction.

I certify that all the facts presented herein are accurate.


Signature of Department Director

8/30/17
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-733
Agenda No. 10.Z.13
Approved: SEP 13 2017
TITLE:



RESOLUTION TO AUTHORIZE A HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) AGREEMENT WITH GARDEN STATE EPISCOPAL CDC AT HILLTOP VIEW – 118 SUMMIT AVE

WHEREAS, on July 15, 2015, the Municipal Council adopted Resolution No. 15-521 authorizing the submission of the 2015-2019 Five Year Consolidated Plan and FY 15 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, on August 16, 2017, the Municipal Council adopted Resolution No. 17-662 authorizing the reprogramming of HOME Investment Partnerships (HOME) funds; and

WHEREAS, Resolution No. 15-521 and 17-662 programmed a total of \$1,166,461 to the Hilltop View project (Developer – Garden State Episcopal CDC) located at 118 Summit Avenue for the new construction of 47 units, of which 10 will be HOME-assisted for eligible low- and moderate-income households; and

WHEREAS, the total project cost is approximately \$14,863,180. Proposed financing will consist of the following sources: Sales Proceeds – \$12,509,000; NJHMFA – \$647,719.14; JC AHTF – \$400,000; Bank Loan – \$190,000, and JC HOME --\$1,116,461; and

WHEREAS, the City supports this project and is recommending one-million-one-hundred-sixteen-thousand-four-hundred-sixty-one (\$1,116,461) in HOME Investment Partnerships Program (HOME) funds to off-set the cost of acquisition and new construction.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is hereby authorized to execute agreements with the Garden State Episcopal CDC and to execute amendments and modifications to the agreements as deemed necessary by the Division of Community Development.


City Clerk File No. Res. 17-733Agenda No. 10.Z.13

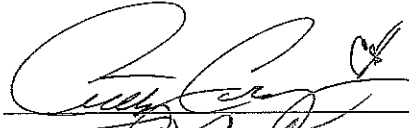

TITLE:

**RESOLUTION TO AUTHORIZE A HOME INVESTMENT PARTNERSHIPS PROGRAM
(HOME) AGREEMENT WITH GARDEN STATE EPISCOPAL CDC AT HILLTOP VIEW
- 118 SUMMIT AVE**

BE IT FURTHER RESOLVED, that subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements, and such other documents deemed necessary to secure loans under the HOME Investment Partnerships Program. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development (DCD) and shall be in accordance with all laws, rules and regulations applicable to the program.

I, Donna L. Mauer, hereby certify that sufficient funds in the amount of \$1,116,461 are available in Account No. 36-200-56-908-500, P.O. No. 118847.


Donna L. Mauer
Chief Financial Officer

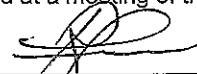
APPROVED: 
APPROVED: 
Business Administrator for Corporation Counsel
Certification Required ☒
Not Required ☐ **APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION TO AUTHORIZE A HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) AGREEMENT WITH GARDEN STATE EPISCOPAL CDC AT HILLTOP VIEW -- 118 SUMMIT AVE

Initiator

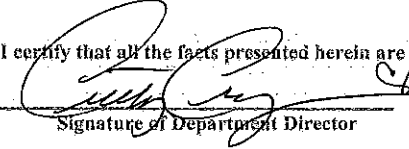
Department/Division	HEDC	Community Development
Name/Title	Golda Speyer	Affordable Housing Project Manager
Phone/email	201-547-4314	GSpeyer@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The Division of Community Development supports and will authorize the Garden State Episcopal CDC to enter into an Agreement in the amount of \$1,116,461 in HOME Investment Partnerships Program (HOME) funds to off-set the cost of acquisition and new construction at Hilltop View (118 Summit Ave) for LMI-eligible households.

I certify that all the facts presented herein are accurate.


Signature of Department Director

8/30/17
Date

City of Jersey City

CHDO HOME AGREEMENT BETWEEN The City of Jersey City AND Garden State Episcopal CDC

THIS AGREEMENT, entered into this _____ day of September, 2017 by and between the City of Jersey City, (hereinafter referred to as the "City") and **GARDEN STATE EPISCOPAL CDC**, (hereinafter referred to as the "Subgrantee"); and

WHEREAS, the City of Jersey City has applied for and received HOME Investment Partnerships Program funds from the U.S. Department of Housing and Urban Development under Title II of the National Affordable Housing Act of 1990, Public Law 101-625 with a goal of expanding the supply of decent, safe, affordable housing for those of low to moderate income, including funds that are reserved for the use of Community Housing Development Organizations; and

WHEREAS, the Municipal Council of Jersey City approved and authorized the submission of the 2015-2019 Consolidated Plan and Annual Application / Action Plan for Fiscal Year 2016 to the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, said Annual Application and Action Plan included a Project Summary with projected funding for the Subgrantee's project; and

WHEREAS, the Department of Housing and Urban Development has approved the City's 2015-2019 Consolidated Plan and Annual Action Plan for Fiscal Year (April 1, 2016 through March 31, 2017); and

WHEREAS, on August 16, 2017, the Municipal Council of the City approved and authorized the reprogramming of HUD pre-2015 HOME funds to the U.S. Department of Housing and Urban Development (HUD) ; and

WHEREAS, said reprogrammed HOME funds included a Project Summary with projected funding for the Subgrantee's project; and

WHEREAS, the City must allocate a minimum of 15% of its HOME allocation each year to a Community Housing Development Organization (CHDO) project; and

WHEREAS, the Subgrantee has applied to the City for a Grant of HOME funds (the

Application) for CHDO Set-Aside activities, specifically the acquisition, rehabilitation and resale of single family dwellings to low to moderate income level owner-occupied households (the Project); and

WHEREAS, the Subgrantee has been designated a CHDO by the City for the purposes of developing housing in Jersey City; and

WHEREAS, the Division of Community Development, (hereafter referred to as the "DCD"), is the City division responsible for administering the HUD entitlement grants.

NOW, THEREFORE, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, the undersigned agrees:

1) SCOPE OF SERVICE

The Subgrantee will be responsible for the administration of a project entitled **GARDEN STATE EPISCOPAL CDC – NEIGHBORHOOD RECOVERY PROGRAM IV (NRP IV)** and will utilize **\$636,402.26** (six hundred and thirty-six thousand, four hundred and two dollars and twenty-six cents) from **HOME funds** to undertake the project as described in Sections 1 and 2 of Attachment "A". Funds available under this Subgrantee Agreement will be applied toward the specific activities enumerated in Attachment "A". The City and the Subgrantee may revise the Project Description by mutual consent, provided the category of beneficiaries, basic purpose of the project, project location, or HUD activity category are not changed, which require amendment of the Consolidated Plan and Annual Action Plan. The City shall be informed immediately of any significant variation from the budget or schedules submitted herein. All HOME CHDO Funds shall be used in a manner consistent with the provisions of 24 CFR Part 92.

2) CHDO PROVISIONS

It is understood that the Subgrantee has been certified as a CHDO and agrees to maintain CHDO status as defined in 24 CFR 92.300 for the term of the PROJECT/AGREEMENT. The Subgrantee agrees to provide information as may be requested by the City to document its continued compliance. This will include but not be limited to an annual board roster, board member certification statements, audited financial statements and such other materials that may be required for certification of continued compliance.

3) TIME OF PERFORMANCE

Implementation of the project shall commence upon full execution of this Subgrantee Agreement and shall proceed in accordance with the schedule set forth in Section 2 of Attachment "A". The City and the Subgrantee may revise the implementation schedule by mutual consent. The Subgrantee must submit a written request to the City for an extension of schedule period.

4) **CONSIDERATION AND TERMS**

For and in consideration of the HOME funds (hereinafter referred to as "funds") to be given to the Subgrantee and agreements herein contained and in the Affordable Housing Development Agreement, Mortgage, Mortgage Note and upon satisfaction of eligibility requirements for participation in the HOME Program, the City agrees to give \$636,402.26 pursuant to the terms and provisions of this contract for funds as detailed in Attachment A.

5) **AMOUNT OF FUNDS**

The amount of funds to be given by the City to the Subgrantee toward the construction at **Scattered Sites TBD** shall be \$636,402.26 and shall be given upon proof of construction progress and the recordation of an Affordable Housing Development Agreement. As sites are identified a detailed description shall be added as an addendum to this contract.

The funds shall be requested by the sponsor and the approved construction lender and shall be disbursed *pari passu* with proceeds of the construction loan and all other funding sources, whether it is in the form of a loan or grant. Funds may not be requested until they are needed for payment of eligible costs and must be limited to the amount needed. The HOME funds may not be deposited in an escrow account.

6) **REPAYMENT**

Funds shall be provided in the form of a loan which shall be secured by a mortgage on the property and a promissory note. The mortgage and promissory note shall be executed by the SUBGRANTEE and returned to the City. Interest on the loan shall accrue at - 0 -% APR. The loan shall be repaid according to the provisions of the mortgage, note, or other related closing documents. In addition, the loan shall be repaid in full upon default of this contract or the affordable housing development agreement. The entire principal amount of the HOME funds shall be repaid in full to the City if the Subgrantee is determined to be out of compliance with any of the terms and conditions of the agreement and does not correct defects within a certain timeframe as set forth by the City or prior to the expiration date of this agreement.

7) **COMMUNICATIONS**

The Subgrantee will direct all communications concerning this Subgrantee Agreement to: Director, Division of Community Development, 30 Montgomery Street, Suite 404, Jersey City, New Jersey 07302.

The Subgrantee has designated the following individual as HOME Liaison, and all communications concerning this Subgrantee Agreement will be directed to:

Name:

Mailing Address:

Telephone Number:

8) RECORDS AND REPORTS

- A) The Subgrantee agrees to establish and maintain sufficient records in a format acceptable to the City in order to enable the City to determine whether the Subgrantee has met the regulations of the U.S. Department of Housing and Urban Development.

General Recordkeeping requirements are covered in the applicable Code of Federal Regulations (CFR) Sections listed in Attachment "B". Special recordkeeping requirements for HOME projects are outlined in Attachment "C". With respect to financial records, the Subgrantee must specifically maintain a comparison of outlays and budget amounts for each component of the project, keep supporting documentation for all costs, and substantiate the reasonableness and allowability of all costs.

- B) The Subgrantee will be monitored by the City for compliance with the regulations of 24 CFR 92 for the compliance period specified above and shall submit project progress reports and financial status reports on a regular basis according to a schedule determined by the City, or by special request from the City, and in a format acceptable to the City.

Audits or financial statements must be submitted annually (Section 4 of Attachment "B") but financial records must be available for review by the City or Federal representatives at all times. Financial information may be requested and/or monitored during the program year.

Payments will be withheld for overdue or incomplete (as determined by the Community Development staff) reports, per Section 5.A (1) of Attachment "B", and Subgrantees will be notified when this occurs.

- C) Properties which receive over \$50,000 for construction/rehabilitation will be required to record a mortgage and execute a mortgage note on the property to insure compliance with the grant requirements.
- D) Prior to release of final payment for construction projects, the Subgrantee shall provide the City with a certification of funding sources and project costs prepared by a certified public accountant using the

accrual method of accounting. The certification of funding shall provide a comparison of projected funding, as detailed in "Attachment A" and actual funding received by or due to the project, including any sources which provide funds but are not listed in "Attachment A." The cost certification shall be provided within sixty (60) days after the issuance of a certificate of occupancy. The City at its sole discretion may recapture HOME funds should there be a cost savings and/or a funding surplus.

9) PAYMENTS

The Subgrantee will ensure that any expenditure of HOME funds will be in compliance with the requirements at 92.206, and acknowledges that HOME funds will only be provided as needed for reimbursement of eligible costs incurred, including actual expenditures or invoices for work completed. The Subgrantee may not request disbursement of funds under this agreement until such time as funds are needed for reimbursement of eligible costs. Final disbursement shall not be made until the unit(s) are issued a Certificate of Occupancy by the City, have been occupied by eligible residents and a HOME completion report has been accepted by the City.

A) Construction Funds

The funds to be given shall be as a grant or loan. Determination of interest is on a case basis in the corresponding mortgage or mortgage note. Funds shall be disbursed after the HOME Investment Partnerships Program Agreement is recorded with the County Clerk and the City has received a certified AIA Form from the Sponsor's architect. The final draw of funds shall not be made unless the building has received a certificate of occupancy, and occupancy will occur within a ninety (90) day period. Upon completion of construction, the loan shall be repaid in compliance with the above repayment terms detailed in the mortgage documents. Any permanent financing shall be treated as a separate loan arrangement.

B) Acquisition Funds

The funds to be given shall be as a grant or loan. Funds may be used for acquisition as long as the property is priced below its appraised value. Funds shall be repaid in compliance with the terms detailed in the mortgage documents.

C) Excess Funds

The grant/loan is based upon an approved development budget. If these funds or a portion of these funds are not needed for the construction of the project, the contract amount shall be reduced.

D) Voucher Submissions

All payments must be approved by the Municipal Council of Jersey City, and are therefore tied to its meeting schedule. A schedule of voucher submission deadlines and projected payment dates will be provided each calendar year. The listed payment dates will be approximate, and the City is not responsible for payment delays caused by events beyond its control, e.g., HUD or bank actions.

10) AMENDMENTS

The City and/or the Subgrantee may, from time to time, require changes in the scope of services to be performed hereunder. Such changes, excluding those specified in Sections 1, 2 and 3 above, which are mutually agreed upon by and between the City and the Subgrantee shall be incorporated in written amendments to this Subgrantee Agreement. Written requests for amendments must be submitted to the Division of Community Development (DCD) in a format as approved by the DCD. Amendment requests will be approved in writing.

11) TERMINATIONS

This Subgrantee Agreement may be terminated by either party subject, however, to compliance with the termination provisions as set forth in Attachment "B".

12) PROGRAM CANCELLATION

It is understood that this Subgrantee Agreement is financed by Federal funds and in the event the Federal government discontinues the program or cancels the payment of additional funds, the City reserves the right to cancel this Subgrantee Agreement on five days notice effective immediately, and in such event the City shall only be obligated for the payment under this agreement for services rendered or work performed prior to the effective date of cancellation.

13) OBLIGATIONS OF SUBGRANTEE WITH RESPECT TO CERTAIN THIRD PARTY RELATIONSHIPS

The Subgrantee shall remain fully obligated under the provisions of this Subgrantee Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided to the Subgrantee pursuant to this Subgrantee Agreement. Any party which is not the Subgrantee shall comply with all lawful requirements of the Subgrantee necessary to insure that the project for which assistance is being provided under this Subgrantee Agreement is carried out in accordance with the Subgrantee's assurances and

certification to the City.

14) GENERAL TERMS AND CONDITIONS

This Subgrantee Agreement is subject to and incorporates all of the terms and conditions outlined in Attachment "B" and the Subgrantee agrees to comply with all such terms and conditions.

15) CITIZEN PARTICIPATION

The Subgrantee agrees to comply with the requirements of the HOME Program Citizen Participation Plan, as part of the Consolidated Plan, as adopted by the Municipal Council of Jersey City.

16) AFFORDABILITY REQUIREMENTS / CONTROLS

The designated HOME-assisted units of this PROJECT will meet the affordability requirements as found in 24 CFR 92.254 (owner-occupied) as applicable. The Period of Affordability shall be enforced by a Covenant running with the property, mortgage and note, and deed restriction in favor of or assigned to the City, as set forth herein. The period of affordability will be determined by the amount of HOME Program funds expended on this project. For this development, a total of **\$636,402.26 in HOME funds** have been allocated for **NRP IV** with a total of **eight (8) HOME units**.

The following per unit amount of HOME funds and the affordability period that they trigger are as follows:

Homeownership assistance HOME amount per-unit	Minimum period of affordability in years
Under \$15,000	5 years
\$15,000 to \$40,000	10 years
Over \$40,000	15 years

The period of affordability is **fifteen (15) years** which shall commence upon the occupancy of such housing unit by a HOME income eligible person and/or household. The affordability restrictions remain in force regardless of the transfer of ownership.

Units renovated with the assistance of HOME funds, shall be subject to a deed restriction requiring that the units remain affordable, as determined by HUD, for a period of **not less than fifteen (15) years** from the date of unit completion which is defined in 92.2, and includes the requirement that all of the project completion information be entered into the **Integrated Disbursement and Information System (IDIS)** subsequent to the final drawdown of funds.

17) OCCUPANCY

All initial and subsequent sales, rentals and occupancy of HOME funded units shall be to low and very low income households in accordance with the HOME Program, CFR 24 Part 92.252 rules and the Affordable Housing Development Agreement. The Subgrantee agrees to sell the HOME-assisted units only to income-eligible households. Income-eligible households are those with annual household incomes at or below 80 percent of the median family income as published by HUD annually for the MSA for which the project is located. These limits will change from time to time.

18) HOMEOWNERSHIP UNITS REQUIREMENTS

Homebuyer requirements as outlined in the final HOME Rule published July 24, 2013 at 24 CFR Part 92.250 and 92.252. These provisions include compliance with reasonable profit or return on investment, the financial viability for the entire affordability period and market demand for the project. The Subgrantee also agrees to insure that Project will meet the City's HOME Program policy requiring that private mortgages obtained by homebuyers are sustainable loans with fair terms and conditions as defined by HUD. No predatory loans are permitted or loans that would threaten the sustainability of homeownership, such as an adjustable rate mortgage, interest only loans, with negative amortization, or balloon payment loans. The mortgage terms and rates obtained by each buyer shall be maintained on file. If the property is sold through a lease-purchase agreement, the Subgrantee will ensure compliance with 92.254(a)(7), as modified by the 1999 Appropriations Act, Section 5998.

A. Property Standards

The Subgrantee shall assure compliance with 24 CFR 92.251 as relates to Property Standards and Housing Quality Standards (HQS), all locally-adopted building codes, Accessibility Standards under 24 CFR 92.251(a)(3) and Section 504 of the Rehabilitation Act of 1973 as applicable, and Lead Based Paint Requirements as found in 24 CFR 92.355 and 24 CFR Part 35.

Housing assisted with HOME funds must comply with these property standards for the entire period of affordability per 92.251(f). The Subgrantee shall enter into an agreement with each buyer making them aware of their responsibility to maintain HOME assisted properties in excellent condition during the period of time that they own the property.

Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials.

All newly constructed units must meet all accessibility requirements and mitigate all disaster impacts as applicable per

state and local code ordinances as outlined in 24 CFR Part 92.251(a) of the HOME final Rule dated July 24, 2013.

GSEDC must also provide the City with a written cost estimate so that the City can approve estimates and insure cost reasonableness per 24 CFR Part 92.251(a). GSEDC must also ensure that all work completed meets all applicable codes, contracts and documents. Construction/rehabilitation contracts and documents must contain sufficient detail to measure performance.

Beginning on September 15, 2000, the Lead-Based Paint Poisoning Prevention Regulations implementing Title X of the Housing and Community Development Act of 1992 became effective. All the pertinent Sub-Parts to that regulation are required for compliance. The effective date for the prohibited methods of paint removal described at 24 CFR Part 35.140 was November 15, 1999.

All housing must meet the accessibility requirements in 24 CFR Part 8 which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.) and Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) implemented at 28 CFR parts 35 and 36 as applicable. Rehabilitation may include improvements that are not required by regulation or statute that permit use by a person with disabilities.

GSEDC also agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires a concurrence of finding from the City's Historic Preservation Officer on a case-by-case basis for all rehabilitation activities that exceed the no effect activities list.

B. Sales Prices

Homes may sell for no more than 95% of the median area purchase price. The home must remain the principal residence of the buyer throughout the period of affordability or be subject to foreclosure.

The Subgrantee shall not discriminate in the selection of occupants for PROJECT units, and shall comply with all nondiscrimination requirements of 24 CFR 92.350. If the project

consists of 5 or more units, the Subgrantee will implement affirmative marketing procedures as required by 24 CFR 92.351.

C. Owner Record Review

The Subgrantee shall assure that any NOTES and MORTGAGES recorded for homebuyers shall be in compliance with 24 CFR 92.254 and that the Subgrantee will monitor each unit for principal residency (under 92.254(a)(3)) and resale provisions (under 92.254 (a)(4) - (5)). The Subgrantee shall maintain client data demonstrating client eligibility. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City monitors or their designees for review upon request. The Subgrantee shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria.

19) RENTAL UNITS REQUIREMENTS

A. Property Standards

All rental units must meet all the requirements of the City's local codes and standards and be maintained at levels no less than those required according to U.S. Department of Housing and Urban Development Section 8 Housing Quality Standards (HQS) during the restrictive period.

B. Rents (Initial/Future)

HUD provides the following maximum HOME rent limits. The maximum rents are the lesser of:

- 1) The fair market rent for existing housing for comparable units in the area as established by HUD under CFR 888.11; or
- 2) A rent that does not exceed 30% of the adjusted income of a family whose annual income equals 65% of the media income of the area as determined by HUD with adjustments for the number of bedrooms in the unit. The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions.
- 3) The City uses the Section 8 income approach when determining eligibility for rental units.

There are two HOME rents used in the HOME program.

High HOME Rents – Maximum HOME rents are the lesser of:

- The Section 8 Fair Market Rents (FMRs) (or area-wide exception rents) for existing housing:

OR

- Thirty (30) percent of the adjusted income of a family whose annual income equals 65 percent of median income.

Low HOME Rents – For properties with five or more HOME assisted units, at least 20 percent of HOME assisted units must have rents which are no greater than:

- Thirty (30) percent of the tenant's monthly adjusted income.

OR

- Thirty (30) percent of the annual income of a family whose income equals 50 percent of median income (Low HOME Rent).

OR

- If a project has a federal or state project-based rental subsidy and the tenant pays not more than 30 percent of his or her adjusted income toward rent, the maximum rent may be the rent allowable under the project-based rental subsidy program.

C. Renter Record Review

A review of renter records by the City or its designated official shall be conducted annually in accordance with the requirements of the HOME program 24 CFR Part 92:252.

The owner of these units upon written request from the City shall allow the City or its designee to examine these records including but not limited to information on current rents and utility charges.

If upon annual audit of renter records detailed in this section the renter in HOME assisted units becomes income ineligible during their tenancy, the owner shall be required to charge 30% of the tenant's gross income for rent.

The additional rent must be used to cover operating costs up to a 5% increase over maximum rent. All other amounts shall be paid to the City on a quarterly basis. No tenant shall be evicted if their income increases above the low income maximum.

An annual recertification of tenant income shall be conducted by the City or its designee of the HOME assisted units. The owner of these units shall ensure that adequate documentation for certification is provided by the tenants for

examination by the City officials or its designee.

20) REPAYMENT PROVISION / REMEDIES

A) In General

In the event of any default or violation to Sections 14, 15 and 16 of this contract the Subgrantee shall, upon written notice from the City, proceed to immediately remedy the default or violation, in thirty (30) days after receipt of such notice.

B) Immediate Repayment

If after the thirty day period of the notice of violation, the Subgrantee does not notify the City of action taken to correct the violations/default, the City shall require immediate repayment of the full grant amount detailed in Section 3, plus interest calculated at three (3) points below prime rate at the time of violations but never less than 3%.

21) SEVERABILITY

If any portion of this contract shall be determined to be invalid or unenforceable under applicable federal, state or local laws, such determination shall not affect the remaining provisions of this contract. All such provisions shall remain in full force and effect.

22) COVENANTS RUNNING WITH LAND

The covenants contained herein shall run with the lands and be construed as running with the lands and the same shall be binding upon the parties hereto, their heirs, assignees and successors in title or in interest for the duration of the restricted period.

23) SPECIAL CONDITIONS

Special conditions pertaining to this SUBGRANTEE agreement are specified in Attachment "D".

IN WITNESS WHEREOF, the City and the Subgrantee have executed this Agreement as of the date first above written. All original documents must be returned to the City of Jersey City by September 22, 2017.

Garden State Episcopal CDC

CITY OF JERSEY CITY

By: _____
Signature

Name: Carol Mori

Title: _____

Date: _____

By: _____
Signature

Name: Carmen Gandulla

**Title: Director, Division of Community
Development**

Date: _____

Attest:

By: _____
Name: Robert J. Kakoleski
Title: Business Administrator

Date: _____

By: _____
Name: Robert Byrne
Title: City Clerk

Date: _____

ATTACHMENT "A"
HOME PROPOSED BUDGET
REHAB / CONSTRUCTION / ACQUISITION / CLEARANCE
(2 of 3)

Section 3: **PROJECT BUDGET**

MUST include at least the following:

	<u>HOME Funds</u>	<u>Other Funds</u>	<u>Total Amount</u>
Acquisition of Property	\$ _____	\$ _____	\$ _____
Relocation	\$ _____	\$ _____	\$ _____
*Clearance	\$ _____	\$ _____	\$ _____
Professional Services	\$ _____	\$ _____	\$ _____
Architectural / Engineering	\$ _____	\$ _____	\$ _____
Legal	\$ _____	\$ _____	\$ _____
Appraisal	\$ _____	\$ _____	\$ _____
Audit	\$ _____	\$ _____	\$ _____
*Project Construction Costs (Attach list of work items/materials and cost estimate for each)	\$ _____	\$ _____	\$ _____
Financing	\$ _____	\$ _____	\$ _____
Carrying Costs	\$ _____	\$ _____	\$ _____
Contingencies	\$ _____	\$ _____	\$ _____
*Rehabilitation (Attach list of work items / materials and cost estimate for each)	\$ _____	\$ _____	\$ _____
Budget Subtotal:	\$ _____	\$ _____	\$ _____
Total Project Budget:	\$ _____	\$ _____	\$ _____

SUBGRANTEE

DIVISION OF COMMUNITY DEVELOPMENT

Bids must be obtained for work costing more than \$21,000. Also, all bids must be notarized.

*Federal Wage Standards apply to all construction work except less than twelve (12) HOME assisted units.

Note: A copy of the Operating Proforma must be dated and attached.

Acquisition and Rehab			
Acquisition	Construction with permits	Construction contingency	Price
142,120.00	14,122.00	7,111.00	153,353.00
201,909.55	903,954.77		1,107,863.32
TOTAL			
344,029.55	903,954.77		1,247,984.32
Professional, Financing and Carrying Costs			
Appraisal	750.00		750.00
Auction	4,957.09		4,957.09
Expediting			
Legal Costs - Acquisition (Attorney Fee, Title Insurance, Recording Fee, Survey and Copying/Printer)			
Legal Costs - Acquisition Lender Costs	4,750.00		4,750.00
Legal Costs - Acquisition Lender Fees	1,500.00		1,500.00
Legal Costs - Community Loan Doc Fee	600.00		600.00
Insurance	2,250.00		2,250.00
KCC LDC Renewal or Line of Credit	1,125.00		1,125.00
Legal Reserve to Buyer	2,750.00		2,750.00
Subtotal	22,067.09		22,067.09
Carrying & Dev Soft Costs	500.00		500.00
Utilities	250.00		250.00
Land Distribution	375.00		375.00
Interest Paid to KCC	12,500.00		12,500.00
Marketing	1,250.00		1,250.00
Taxes	3,000.00		3,000.00
Permits	1,000.00		1,000.00
Security	2,000.00		2,000.00
Soft Cost Contingency	1,500.00		1,500.00
Subtotal	27,800.00		27,800.00
Grand Total	417,818.64		417,818.64
Developer Fee	41,781.86		41,781.86
Total Development Costs	459,600.50		459,600.50
Permanent Sources of Financing			
Sales Proceeds	300,500.00		300,500.00
Kerry City HOME	79,550.25		79,550.25
Total Sources of Permanent Financing	459,600.50		459,600.50
Construction Sources of Funding			
Line of Credit	258,718.14		258,718.14
Kerry City HOME	79,550.25		79,550.25
Developer Fee	41,781.86		41,781.86
Total	459,600.50		459,600.50

Number of Homes
Number of Units
NRP & Budget

ATTACHMENT "A"
HOME PROPOSED BUDGET
REHAB / CONSTRUCTION / ACQUISITION / CLEARANCE
(3 of 3)

CONSTRUCTION CHECKLIST

This checklist is provided to apprise the Subgrantees of documents required prior to construction.

All of the following items are required to document compliance with the various HUD requirements for Subgrantees:

Date Completed

- _____ 1. Mortgage, Deed Restriction (Recorded) and Note
- _____ 2. Planning Board / Board of Adjustment Approval
- _____ 3. Building Permits
- _____ 4. Current project description, schedule and budget (Attachment A to Subgrantee Agreement) on file and being followed.
- _____ 5. Other funding / financing commitments
- _____ 6. Documentation of compliance with the appropriate procurement standards, with copies of all key documents filed with the Division of Community Development, specifically:
 - _____ a. Prevailing Wage Determination(s) and complete job specifications;
 - _____ b. The newspaper advertisement and affidavit;
 - _____ c. Bidder clearance by the Division of Community Development;
 - _____ d. Bid tabulation with recommendation; and
 - _____ e. Documentation of Contract award.
- _____ 7. Contractor Certification (Re: Debarment)

General Contractor's Federal ID#: _____

Contract Amount: \$ _____

Architect / Engineer's Federal ID#: _____

All Sub-Contractors with contracts of \$10,000 or more must also provide Federal ID#'s:

<u>Sub-Contractor</u> <u>Amount</u>	<u>Federal ID#</u>	<u>Contract</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**ATTACHMENT "B-P" (PRIVATE)
GENERAL TERMS AND CONDITIONS**

1) COMPLIANCE WITH FEDERAL REGULATIONS

The Subgrantee agrees to comply with all federal regulations governing the grant of money under which this Agreement is made available as they apply as of the date of the Agreement, and as such regulations may be amended by the Federal Government or agencies, except that the City retains environmental responsibilities under 24 CFR 570.604 and must initiate the Executive Order 12372 review.

2) COMPLIANCE WITH PROCUREMENT STANDARDS

The Subgrantee shall comply with the requirements of Attachment "O", "Procurement Standards", of OMB Circular A-110, Subpart C "Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-profit Organizations", specifically.

- A) Subgrantees that are private, non-profit organizations may use their own procurement policies and procedures. However, all the standards set forth in Attachment "O" must be adhered to.
- B) The Department of Housing and Urban Development requires Subgrantees to obtain competitive proposals for professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Public Notice for request for proposals must be published at least once in a newspaper of general circulation in the City.

3) COMPLIANCE WITH UNIFORM ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPALS

The Subgrantee shall comply with all requirements and Standards of OMB Circular No. A-122, "Cost Principal for Non-Profit Organizations" or OMB Circular No. A-21, "cost principles for Educational Institutions," as applicable, and the following attachments to OMB Circular A-110.

- A) Attachment "A", "Cash Depositories," except for paragraph 4 concerning deposit insurance;
- B) Attachment "B", "Bonding and Insurance";
- C) Attachment "C", "Retention and Custodial Requirements for Records", except that in lieu of the provisions in paragraph 4, the retention period for records pertaining to individual HOME activities starts from the date of submission of the annual performance and evaluation report, as

prescribed in 24 CFR 570.507, in which the specific activity is reported on for the final time;

- D) Attachment "F", "Standards for Financial Management Systems";
- E) Attachment "H", "Monitoring and Reporting Program Performance," paragraph 2;
- F) Attachment "N", "Property Management Standards," except for paragraph 3 concerning the standards for real property and except that paragraphs 6 and 7 are modified so that in all cases in which personal property is sold, the proceeds shall be program income and that personal property not needed by the Subgrantee for HOME activities shall be transferred to the City for the HOME program or shall be retained after compensating the City; and
- G) Attachment "O", "Procurement Standards."

4) COMPLIANCE REGARDING AUDITS AND INSPECTIONS

At any time during the normal business hours, and as often as the City may deem necessary, there shall be made available to the City, or to the Federal Government for examination, all of the Subgrantee's records with respect to all matters covered by this Agreement. The Subgrantee will permit the City and the Federal Government to audit, examine and make excerpts or transcripts.

In addition, during the durations of the restrictive period, the Subgrantee shall provide the City with annual audits, prepared by a Certified Public Accountant, for the assisted property.

Also, the Single Audit Act Amendment of 1996 (31 U.S.C.A. 7501 et seq.), requires a single audit, or program-specific audit, if the Subgrantee receives at least \$500,000 in Federal awards during their fiscal year, beginning after June, 30, 1996. However, the City requires a Single Audit if the SUBGRANTEE receives \$200,000 or more in Federal funds from the City. This report is to be submitted within nine (9) months of the end of the period audited.

Subgrantees that receive at least \$25,000 in awards from the City from any grant source, CSBG, CDBG, ESG, HOPWA, HOME, other State, Federal or City grant (Cost-Sharing), are required to provide an audited financial statement (prepared by an independent auditor) and a management letter concerning internal control and compliance. This financial information must be submitted to the Division of Community Development within six (6) months of the end of their fiscal year.

If the required report is not submitted to the Division of Community Development within the specified time period, the Division of Community

Development will make one (1) written request to the Subgrantee. If the report is not received within thirty (30) days of the letter, the Division of Community Development will not process any further requests for payment until the report is received and deemed satisfactory (see Attachment B, 5A).

5) COMPLIANCE WITH TERMS OF AGREEMENT, SUSPENSION, TERMINATION

A) If the Subgrantee materially fails to comply with any term or provision of this Agreement, whether stated in a federal statute or regulation, as assurance or in an application, or if the Subgrantee breaches any term or provision of this Agreement, the City may take one or more of the following actions:

- (i) Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee;
- (ii) Disallow all or part of the cost of the activity or action not in compliance;
- (iii) Wholly or in part suspend or terminate the Agreement and the subgrant for the Subgrantee's project;
- (iv) Take such other remedies as may be legally available to the City.

With respect to such action by the City, the Subgrantee shall be afforded an opportunity for such hearing or appeal to which the Subgrantee is entitled by applicable statute or regulation.

Costs incurred by Subgrantee during suspension or after termination are not allowable unless expressly authorized by the City in the notice of suspension or termination. However, costs resulting from obligations properly incurred by the Subgrantee before the effective date of the suspension or termination, and not in anticipation of such action, may be allowed if they are noncancellable and would be allowable if the Agreement were not suspended or terminated.

B) Except as provided in A) above, this Agreement may be terminated in whole or in part only in the following manner:

- (i) by the City with the consent of the Subgrantee. The parties shall mutually agree upon the termination conditions including the effective date and, in the case of partial termination, the portion to be terminated.
- (ii) by the Subgrantee or the City upon written notification to the other party setting forth the reasons and basis for such desired termination, the effective date and, in the case of a partial

termination, the portion to be terminated. However, in the case of partial termination, if the City determines that the remaining portion of the program will not accomplish the purposes for which the award was made, the City may terminate the award in its entirety.

- (C) It is further expressly understood and agreed that should the funding for Title I of the Housing and Community Development Act of 1974, as amended, be terminated for any reason by the Department of Housing and Urban Development, then in such event, this Agreement shall be terminated on the effective date of the termination date of the program by the Department of Housing and Urban Development, and the City shall not be liable for any further participation or performance.
- D) Notwithstanding anything herein to the contrary, upon termination of this Agreement for any reason whatsoever, the Subgrantee agrees to cooperate fully in accounting for funds expended in the program under the contract and agrees to file and submit all such necessary final reports and data as may be required by the City or the Department of Housing and Urban Development.

6) RETURN ON HOME INVESTMENT

All return on HOME Investment, as defined in 24 CFR 92.503, earned during any period under which the Subgrantee is assisted, shall be retained and recorded as part of the financial transactions of the grant program. Program income in the form of repayments to, or interest earned shall be: (a) substantially disbursed from the fund before additional cash withdrawals are made from the U.S. Treasury for the same eligible activity; or (b) returned to Jersey City in the form of program income as outlined in the scope of services for SUBGRANTEE.

Proceeds from the sale or other disposition of personal property shall be governed in accordance with 24 CFR 85.32.

7) REVERSION OF ASSETS REQUIREMENTS

Upon the expiration of the Subgrantee Agreement, the Subgrantee shall transfer to the City any HOME funds on hand at the time of the expiration and any accounts receivable which are attributable to the use of HOME funds. In addition, Subgrantee shall transfer and return to the City any equipment and unused supplies purchased with HOME funds.

8) INSURANCE REQUIREMENTS

Projects located in special flood hazard areas are subject to the mandatory purchase of flood insurance; refer to Section 20 (herein) for the specific

requirements.

9) COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

The Subgrantee shall incorporate the requirements of paragraph (A) of this section, in all of its contracts for program work, except contracts governed by paragraph (B) of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

A) Activities and Contracts Not Subject to Executive Order 11246, as amended.

The Subgrantee agrees that if any activities under this Agreement are not subject to Executive Order 11246, as amended, then the Subgrantee shall not discriminate against any employee, or applicant for employment, because of race, color, religion, sex, national origin, disability, marital or familial status. The Subgrantee shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, disability, marital status or familial status. Such actions shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, or other forms of compensation and selection for training and apprenticeship. The Subgrantee shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provision of this nondiscrimination clause. The Subgrantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, marital status or familial status.

B) In Regard to Contracts Subject to Executive Order 11246, As Amended.

- (i) The Subgrantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, marital status or family status. The Subgrantee will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability, marital status or family status. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Subgrantee agrees to post in conspicuous

places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provision of this nondiscrimination clause.

- (ii) The Subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, disability, marital status or family status.
- (iii) The Subgrantee will send to each labor union or representative of workers with which he has a collective bargaining Agreement, or other Agreement or understanding, a notice to be provided by the contract compliance officer advising said labor union or workers representative of workers with union or workers representative of workers with which he has a collective bargaining Agreement, or other Agreement or understanding, a notice to be provided by the contract compliance officer advising said labor union or workers representative of the Subgrantee commitment under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (iv) The Subgrantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (v) The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, issued pursuant thereto, and will permit access to all books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (vi) In the event of the Subgrantee's non-compliance with the non-discrimination clauses of the Agreement, or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended, in whole or in part, and the Subgrantee may be declared ineligible for further government Agreements or federally assisted construction Agreement procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- (vii) The Subgrantee will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase

order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

The Subgrantee will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event a Subgrantee becomes involved in, or is threatened with, litigation with a contractor or vendor as a result of such direction by the Department, the Subgrantee may request the United States to enter into such litigation to protect the interest of the United States.

10) COPELAND "ANTI-KICKBACK" ACT

This Subgrantee will comply with all provisions of the Copeland "Anti-Kickback" Act (41 U.S.C.A. 54 et seq.) as supplemented in Department of Labor Regulations (29 CFR Part 3). This requirement pertains to all contracts and subcontractors construction and / or repair.

11) NON-DISCRIMINATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED

This Subgrantee Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C.A. 2000a et seq.) and HUD regulations with respect thereto, including the regulations under 24 CFR Part 1. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subgrantee shall cause or require a covenant running with the land to be inserted in the deed or lease of such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, national origin, disability, marital status or family status in the sale, lease or rental, or in the use of occupancy of such land, or in any improvements erected to be created thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subgrantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

12) COMPLIANCE WITH TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968, AS AMENDED

The Subgrantee Agreement is subject to the requirements of Title VII of the Civil Rights Act of 1968 (42 U.S.C.A. 3601 et seq.) as amended.

The Subgrantee, in regard to the administering of all programs and activities relating to housing and community development funded by this Subgrantee Agreement will do so in a manner to affirmatively further fair housing; and will

take action to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the Subgrantee's jurisdiction.

13) COMPLIANCE WITH SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED

The Subgrantee will comply with Section 109 of the Housing and Community Development Act of 1974 (42 U.S.C.A. 5301 et seq.), and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the ground of race, color, national origin, sex, disability or familial status be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or part with Title I funds.

14) COMPLIANCE WITH FAIR HOUSING LAWS

The Subgrantee will comply with Executive Order (EO) 11063 for equal opportunity in housing and non-discrimination in the sale, rental or use of housing built with Federal assistance, and with the Fair Housing Amendments Act of 1988 as applicable. HUD implementing regulations are contained in 24 CFR Part 107 for EO 11063 and in Federal Register notice dated January 23, 1989 implementing 24 CFR Parts 14, 100, 103, 110, 115 and 121.

15) COMPLIANCE WITH AFFIRMATIVE ACTION

The Subgrantee agrees that it shall be committed to and carry out an affirmative action program in keeping with the principles as provided in Executive Order 11246, as amended.

16) COMPLIANCE WITH AFFIRMATIVE MARKETING

Each Subgrantee must adopt affirmative marketing procedures and requirements for rental and homebuyer projects containing five (5) or more HOME-assisted units. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to the available housing without regard to race, color, national origin, sex, religion, familial status or disability.

17) COMPLIANCE WITH "SECTION 3" IN THE PROVISION OF TRAINING EMPLOYMENT AND BUSINESS OPPORTUNITIES.

A) The Subgrantee agrees that in planning, and carrying out the project described in Section 1 of Attachment "A", to the greatest extent feasible:

- (i) Training and employment opportunities will be given to low and moderate income persons residing in the municipality of Jersey City; and

- (ii) Contracts for work in connection with the project will be awarded to eligible business concerns which are located in or owned in substantial part by, persons residing in Jersey City.
- B) The Subgrantee shall insert, or require the insertion of, the following clause in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement:

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C.A. 1701 U). Section 3 requests that to the greatest extent feasible opportunities for training and employment be given to lower-income residents of the project area and contracts for work in connection with the project be awarded to businesses located in, or owned in substantial part by persons residing in, the project area. The contractor agrees to make a good faith effort to fulfill these requirements, to document this effort, and to provide copies of such documentation to the City with each request for payment.

- C) The Subgrantee further agrees to provide documentation of all activities undertaken to comply with these requirements to the City with each request for payment. HUD regulations at 24 CFR Part 135 is recommended as guidance regarding expectations for compliance with Section 3.
- D) The Subgrantee will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women.

For the purpose of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

18) SUSPENSION / DEBARMENT

The Subgrantee shall not enter into any subcontracts with an agency, business or individual that has been suspended or debarred by the U.S. Department of Housing and Urban Development (HUD).

19) FEDERAL LABOR STANDARDS REQUIREMENTS

The Subgrantee agrees that, except with respect to the new construction or rehabilitation of residential properties designed for residential use for less than twelve (12) HOME assisted families, the Subgrantee, shall comply with HUD requirements pertaining to such contracts, and the applicable requirements of the regulations of the Department of Labor under 28 CFR Parts 3 and 5 governing the payment of wages and the ratio of apprentices and trainees to journeyman provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subgrantee of its obligation, if any, to require payment of the higher rates. The Subgrantee shall cause, or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and, for such Agreements in excess of \$10,000, 29 CFR 5a.3.

No award of the contract covered under this Section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the U.S. Department of Labor to receive an award of such contract.

20) COMPLIANCE HOURS AND WAGE REQUIREMENTS

If any project under this agreement involves the construction or rehabilitation of 12 or more HOME-assisted units, the Subgrantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C.A. 3141) and to comply with the provision of Contract Work Hours and Safety Standards Act (40 U.S.C.A. 3701 et seq.) and all regulations issued pursuant to the above acts, and with all other applicable Federal laws and regulations pertaining to labor standards insofar as these acts apply to the performance of this Agreement.

21) COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973

The Subgrantee agrees to comply with the requirements of Section 504 of the Rehabilitation Act of 1973, PL 93-112 (29 U.S.C.A. 701 et seq.), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference and all regulations issued pursuant to the above Act, and with all other applicable federal laws and regulations pertaining to the Rehabilitation Act insofar as this Act applies to the performance of this Agreement. No qualified individual with disabilities shall, solely on the basis of disability, be excluded from participation and, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance in accordance with Section 504 of the Act.

22) COMPLIANCE WITH AIR AND WATER ACTS

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C.A. 7401 et. seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C.A. 1251 et. seq. and the Regulations of the Environmental Protection Agency with respect thereto. In compliance with said regulations, the Subgrantee shall cause or require to be inserted in full in all contracts or subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

- A) That it will enter into a stipulation with any contractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15:20.
- B) The Subgrantee agrees to comply with all of the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C.A. 7413 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C.A. 1318) relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C) The Subgrantee will provide prompt notice to be given of any notification received from the Director, Office of the Federal Activities, EPA, indicating that a facility utilizing or to be utilized for the Agreement is under consideration to be listed on the EPA list of Violating Facilities.
- D) The Subgrantee agrees that he will include, or cause to be included, the criteria and requirements in Paragraph A) through Paragraph D) of this section in every nonexempt subcontract, and require that the contractor will take such action as the government may direct as a means of enforcing such provisions. In no event shall any amount of the assistance under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113 (42 U.S.C.A. 7413) of the Clean Air Act or Section 33 U.S.C.A. 1319(c) of the Federal Water Pollution Control Act.
- E) The Subgrantee agrees to comply with all of the requirements, standards, orders of Section 306 of the Clean Air Act {42 U.S.C.A. 7401(h)}, Section 508 of the Clean Water Act (33 U.S.C.A. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). This regulation pertains to all subgrantees who receive amounts in excess of \$100,000.

23) ENERGY POLICY AND CONSERVATION ACT

All construction which is the subject of this Agreement shall be accomplished in conformity with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C.A. 6231 to 6246).

24) RETAINAGE OF COPYRIGHTS/PATENTS

The Subgrantee agrees to include the City of Jersey City in all patent rights; copyrights and rights in data with respect to any discovery or invention which arises or is developed in the course of or under this Agreement.

25) FLOOD INSURANCE PROTECTION REQUIREMENTS

The Subgrantee agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C.A. 4002, 4003, 4012(s), 4104, 4105, 4106, 4107 and 4128). No portion of the assistance provided under this Subgrantee Agreement is approved for acquisition or construction purposes, as defined under Section 3 (a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201 (d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program shall be subject to the mandatory purchase of flood insurance requirements of Section 102 (d) of said Act.

Any contract or Agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C.A. 4001 et. seq. provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102 (a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Subgrantee Agreement.

26) RELOCATION

If the PROJECT is occupied at the time of this commitment, the Subgrantee will comply with the relocation requirements of 24 CFR 92.353 and all applicable requirements of the Uniform Relocation Assistance and Real Estate Acquisition Policies Act of 1970, 42 U.S.C.

27) LEAD BASED PAINT HAZARD REQUIREMENTS

The Subgrantee agrees that any construction or rehabilitation of residential structures with assistance provided under this Subgrantee Agreement, shall be subject to HUD Lead-Based Paint regulations, 24 CFR Part 35, et al including, but not limited to Part 35.930 Evaluation and Hazard Reduction Requirements. The Subgrantee shall be responsible for insuring that all workers comply with safe work practices, hiring a certified lead abatement contractor where appropriate, providing lead hazard information pamphlets to occupants, conducting paint testing, incorporating specifications on compliance with all applicable provisions of 24 CFR Part 35 for gut rehabilitation projects, and other requirements of 24 CFR Part 35.

Ongoing maintenance shall be required pursuant to 24 CFR 35.935. Occupant protection and worksite preparation shall be provided in accordance with 24 CFR Part 35.1345, which may require relocation of occupants.

28) ARCHITECTURAL COMPLIANCE

The Subgrantee agrees to comply with the requirements of the Architectural Barriers Act of 1968, 42 U.S.C.A. 4151, insofar as it applies to the performance of this Subgrantee Agreement.

29) COMPLIANCE WITH SECTION 106 OF THE NATIONAL HISTORIC PRESERVATION ACT

The Subgrantee agrees that prior to approval of the expenditure of funds; it shall take into account the effect of the undertaking on any district, site, building, structure or object that is included or eligible for inclusion in/on the National Register. The City shall afford the Advisory Council and the State Historic Preservation Officer a reasonable opportunity to comment with regard to such undertaking.

30) OWNERS AND DEVELOPERS

No owner, developer or sponsor of a project assisted with HOME funds (or officer, employee, agent or consultant of the owner, developer or sponsor) whether private, for profit or non-profit (including community housing development organization [CHDO] when acting as an owner, may occupy a HOME-assisted affordable housing unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker.

31) INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States of America,

and no Resident Commissioner, shall be admitted to any share or part of this Subgrantee Agreement, or to any benefit to arise from the same.

32) PROHIBITION AGAINST PAYMENTS OF BONUS OR COMMISSION

The assistance provided under this Subgrantee Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, nor any other approval or concurrence of HUD required under this Subgrantee Agreement, Title I of the Housing and Community Development Act of 1974 (42 U.S.C.A. 5301 et. seq.) or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical consultant managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

33) HATCH ACT

The Subgrantee agrees that no funds provided under this Subgrantee Agreement, nor any personnel employed in the administration of this Subgrantee Agreement, shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15, Title V, United States Code (5 U.S.C.A. 1501-1503).

34) SPECIAL ASSESSMENTS

The Subgrantee agrees to comply with the following policies related to special assessments under the HOME program:

The term "special assessment" means the recovery of the capital costs of a public improvement, such as streets, water or sewer lines, curbs and gutters, through a fee or charge levied or filed as a lien against a parcel of real estate as a direct result of benefit derived from the installation of a public improvement, or a one-time charge made as a condition of access to a public improvement. This term does not relate to taxes, or levying real estate property or ad valorem taxes, and does not include periodic charges based on the use of a public improvement, such as water or sewer user charges, even if such charges include the recovery of all or some portion of the capital costs of the public improvement.

A) With respect to special assessments to recover capital costs where HOME funds are used to pay all or part of the cost of a public improvement, special assessment may only be imposed as follows:

- (i) Special assessments to recover HOME funds may be made only against properties owned and occupied by persons not of low and moderate income. Such assessments constitute program income and any funds received shall be returned to the City for reprogramming.

- (ii) Special assessments to recover the non-HOME portion may be made provided that HOME funds are used to pay the special assessment on behalf of all properties owned and occupied by low and moderate income persons; except that HOME funds need not be used to pay the special assessments on behalf of properties owned and occupied by moderate income persons if the City certifies that it does not have sufficient HOME funds to pay on behalf of all of the low and moderate income owner-occupant persons. Funds collected through such special assessments are not program income.
- B) With respect to public improvements not initially assisted with HOME funds, the payment of special assessments with HOME funds constitutes HOME assistance to the public improvement. Therefore, HOME funds may be used to pay special assessments only if:
 - (i) The installation of the public improvement was carried out in compliance with requirements applicable to HOME assisted activities including environmental, citizen participation and Davis-Bacon requirements.
 - (ii) The installation of the public improvement meets a criterion for national objectives in 24 CFR 570.208 (a) (1), (b) or (c); and
 - (iii) The requirements of A (ii) above are met.

35) FAITH-BASED ACTIVITIES

Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the Home Investment Partnerships Program. Neither the Federal government nor a State or local government receiving funds under Home Investment Partnerships Program shall discriminate against an organization on the basis of the organization's religious character or affiliation. However, the following limitations shall apply:

- A) Organizations that are directly funded under the Home Investment Partnerships Program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- B) A religious organization that participates in the Home Investment Partnerships program will retain its independence from Federal, State and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct Home Investment Partnerships

Program funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide Home Investment Partnerships Program funded services, without removing religious art icons, scriptures, or other religious symbols. In addition a Home Investment Partnerships Program funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

- C) An organization that participates in the Home Investment Partnerships Program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- D) Home Investment Partnerships Program funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Home Investment Partnerships Program funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, Home Investment Partnerships Program funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to Home Investment Partnerships Program funds in this part. Sanctuaries, chapels, or other rooms that a Home Investment Partnerships Program funded religious congregation uses as its principal place of worship, however, are ineligible for the Home Investment Partnerships Program funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR Part 84 and Part 85).
- E) If this project is also the recipient of City funds to supplement federally funded activities and the funds are commingled with the federal funds, then these limitations apply to all of the commingled funds

36) Compliance with National Environmental Policy Act (Environmental Review)

The Division of Community Development (DCD) is responsible for preparing the Environmental Review in accordance with the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C.A. 5321 et seq. and 24 CFR Part 58. The DCD project manager will provide the Subgrantee with a checklist of required Environmental Review items.

The Subgrantee agrees to provide documents, reports, and other

information as necessary to complete the Environmental Review to the satisfaction of the Division of Community Development (DCD).

The Subgrantee agrees that no project activities may begin prior to completion of the Environmental Review. In addition, those non-HUD funds may not be used on any activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives.

Upon completion of the Environmental Review, documentation will be placed into an Environmental Review Record (ERR). Depending upon the project, public notice may be required, as well as opportunity for public comment to DCD and to HUD. In such cases, non-exempt activities may not commence, and funds may not be released, prior to ERR completion, the public comment periods, and HUD's approval of a Request for Release of Funds (RROF).

The Environmental Review may take between one and three months to complete, depending upon site characteristics. Delay in providing documents and information by the Subgrantee will lengthen the review process.

However, funds may be released for certain exempt activities [24 CFR 58.34(a)], subject to the satisfaction of certain non-NEPA requirements (24 CFR 58.6) and certification as exempt by the Division of Community Development [24 CFR 58.34(b)].

In addition, where public notice is required, funds will not be available for release until 4-5 weeks after completion of the Environmental Review due to public comment periods and RROF processing time.

ATTACHMENT "C"

(RECORDKEEPING)

The Subgrantee shall collect and maintain Project beneficiary information pertaining to household size, income levels, racial characteristics, and the presence of Female-Headed Households in order to determine low and moderate-income benefit in a cumulative and individual manner. Income shall be determined based on Section 8 Part 5 requirements (24 CFR 92.203 (b)(1) and 24 CFR 5.609) , and documentation shall be in a form consistent with HOME requirements as stated in the HUD Technical Guide for Determining Income and Allowances under the HOME Program, Third Edition. At a minimum, the following records are needed:

- 1) Records providing a full description of each activity assisted (or being assisted) with HOME funds, including its location, the amount of HOME funds budgeted, obligated and expended for the activity, and the provision under which it is eligible.
- 2) Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR Part 92.205.
 - A) For each activity determined to benefit low and moderate income persons, the income limits applied and the point in time when the benefit was determined.
 - B) Data showing the size and annual income of the family of each person receiving the benefit.
 - C) For each activity carried out for the purpose of providing or improving housing which is determined to benefit low and moderate income persons:
 - (i) A copy of a written agreement with each landlord or developer receiving HOME assistance indicating the total number of dwelling units in each multi-family structure assisted and the number of those units which will be occupied by low and moderate income households after assistance;
 - (ii) The total cost of the activity, including both HOME and non-HOME funds;
 - (iii) For each unit occupied by a low and moderate income household, the size and income of the household;
 - (iv) For rental housing only:
 - (a) The rent charged (or to be charged) after assistance for each dwelling unit in each structure assisted; and

- (b) Such information as necessary to show the affordability of units occupied (or to be occupied) by low and moderate income households pursuant to criteria established and made public by the recipient;
- 3) Fair housing and equal opportunity records containing:
 - A) Documentation of the actions the recipient has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the recipient's community.
 - B) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with HOME funds. Such information shall be used only as a basis for further investigation as to compliance with non-discrimination requirements. No recipient is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.
 - C) Data on the employment in each of the recipient's operating units funded in whole or in part with HOME funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to assure equal employment opportunities to all persons regardless of race, color, national origin, sex or handicap in operating units funded in whole or in part under this part.
 - D) Data indicating the race and ethnicity of households (and gender of single heads of households) displaced as a result of HOME funded activities, together with the address and census tract of the housing units to which each displaced household relocated. Such information shall be used only as a basis for further investigation as to compliance with non-discrimination requirements. No recipient is required to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.
 - E) Documentation of actions undertaken to meet the requirements of Section 3 of the Housing Development Act of 1968, as amended (12 U.S.C.A. 1701U) relative to the hiring and training of low/mod income persons and the use of local businesses.
 - F) The Federal Employer Identification Number and Data indicating the racial/ethnic character of each business with HOME funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or

subcontract, and documentation of recipient's Affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or complete for contracts and subcontracts as sources of supplies, equipment, construction and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special outreach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.

- G) Documentation of the affirmative action measures the recipient has taken to overcome prior discrimination, where the courts or HUD have found that the recipient has previously discriminated against persons on the ground of race, color, national origin or sex in administering a program or activity funded in whole or in part with HOME funds.

RETENTION OF RECORDS

Financial records, supporting documents, statistical records and all other records pertinent to this Subgrantee Agreement shall be retained by the Subgrantee for a period of five (5) years after completion of project.

- 1) Records that are the subject of any finding, concern, or issue raised by any Federal agency or the City shall be retained for at least five years after final resolution of such matters with the Federal government of the City.
- 2) Records for non-expendable property which was acquired with Federal Grant funds shall be retained for five years after its final disposition.
- 3) Records for any displaced person shall be retained for five years after that person has received final payment.
- 4) Records on lead-based paint should be kept indefinitely, in the event of a complaint or lawsuit.

ATTACHMENT "D"

SPECIAL CONDITIONS

1) **Ethical Standards** - All officers and employees of local government agencies, as defined by the local code of ethics and N.J.S.A. 40A:9-22.1 et seq., Local Government Ethics Law, shall comply with the annual Financial Disclosure Statement required. This statement shall be completed and filed annually with the office of the City Clerk no later than April 30th of each funding year.

2) **Financial Management System** - The Subgrantee shall be responsible for maintaining an adequate financial management system. The Subgrantee will notify the City when the Subgrantee cannot comply with the requirements established in this Section of the Contract.

A) Subgrantee financial management system shall provide for:

Financial Reporting - Accurate, current and complete disclosure of the financial results of each contract must be made in accordance with the financial reporting requirements of the contract.

Accounting Records - Records that adequately identify the source and application of funds for City supported activities. These records must contain information pertaining to contract awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.

Internal Control - Effective internal and accounting controls over all funds, property and other assets. The Subgrantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.

Budget Control - Comparison of actual expenditures or outlays with budgeted amounts for each contract.

Allowable Cost - Procedures for determining reasonableness, allocability, and allocability of costs generally consistent with the provisions of Federal and State requirements.

Source Documentation - Accounting records that are supported by source documentation.

B) The City may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the City determines that the Subgrantee's accounting system does not meet the standards described in Paragraph A, above, additional information to monitor the contract may be required by the City upon written notice to the Subgrantee, until such time as the system meets with City approval.

EXHIBIT "A"

Section 504 Requirements	
Removal of Physical Barriers	
<ul style="list-style-type: none"> For new construction of multi-family projects, 5 percent of the units in the project (but not less than one unit) must be accessible to individuals with mobility impairments, and an additional 2 percent of the units (but not less than one unit) must be accessible to individuals with sensory impairments. The Section 504 definition of substantial rehabilitation multi-family projects includes construction in a project with 15 or more units for which the rehabilitation costs will be 75 percent or more of the replacement cost. In such developments, 5 percent of the units in the project (but not less than one unit) must be accessible to individuals with mobility impairments, and an additional 2 percent (but not less than one unit) must be accessible to individuals with sensory impairments. When rehabilitation less extensive than substantial rehabilitation is undertaken, alterations must, to the maximum extent feasible, make the unit accessible to and usable by individuals with handicaps, until 5 percent of the units are accessible to people with mobility impairments. Alterations to common spaces must, to the maximum extent feasible, make the project accessible. Accessible units must be, to the maximum extent feasible, distributed throughout projects and sites and must be available in a sufficient range of sizes and amenities so as to not limit choice. Owners and managers of projects with accessible units must adopt suitable means to assure that information regarding the availability of accessible units reaches eligible individuals with handicaps. They also must take reasonable non-discriminatory steps to maximize use of such units by eligible individuals. When an accessible unit becomes vacant, before offering the unit to a non-handicapped individual, the owner / manager should offer the unit: first, to a current occupant of the project requiring the accessibility feature; and second, to an eligible qualified applicant on the waiting list requiring the accessibility features. The usual standards for ensuring compliance with Section 504 are the Uniform Federal Accessibility Standards (UFAS), although deviations are permitted in specific circumstances. 	
Provide Program Accessibility	
<ul style="list-style-type: none"> Individuals with handicaps must be able to find out about, apply for and participate in federally-assisted programs or activities. Special communication systems may be needed for outreach and ongoing communication (e.g., Telecommunication Devices for the Deaf (TDD), materials on tape or in Braille, accessible locations for activities and meetings). Policies and procedures must be non-discriminatory (e.g., housing providers may not ask people with handicap questions not asked of all applicants, screen individuals with handicaps differently or assess an individual's ability to live independently). 	
Make Employment Accessible	
<ul style="list-style-type: none"> Employers must not discriminate. Employers must remove physical and administrative barriers to employment. Employers must make reasonable accommodations for individuals with known handicaps (e.g., job restructuring, providing readers or sign interpreters, making facilities accessible). 	
Administrative Requirements	
<ul style="list-style-type: none"> If recipients or subrecipients have 15 or more employees, they must: <ul style="list-style-type: none"> * designate a Section 504 Coordinator, and * notify program participants and employees of non-discrimination policies. All recipients and subrecipients must conduct self-evaluations of compliance with Section 504. 	

Source: ICF Housing and Community Development Group - Building HOME

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-734
Agenda No. 10.Z.14
Approved: SEP 13 2017
TITLE:



RESOLUTION TO AUTHORIZE A HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) AGREEMENT WITH GARDEN STATE EPISCOPAL CDC FOR THE NEIGHBORHOOD RECOVERY PROGRAM (PHASE IV) – SCATTERED SITES

WHEREAS, on July 13, 2016, the Municipal Council adopted Resolution No. 16-468 authorizing the submission of the FY 16 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, on August 16, 2017, the Municipal Council adopted Resolution No. 17-662 authorizing the reprogramming of HOME Investment Partnerships (HOME) funds; and

WHEREAS, Resolution No. 16-468 and 17-662 programmed a total of \$636,402.26 to the Neighborhood Recovery Program Phase IV project (Developer – Garden State Episcopal CDC) located at Scattered Sites for the rehabilitation of four properties, of which 8 units will be HOME-assisted for eligible low- and moderate-income households; and

WHEREAS, the total project cost is approximately \$1,838,402. Proposed financing will consist of the following sources: Sales Proceeds – \$1,202,000, Deferred Developer Fee – \$167,127.45, and JC HOME – \$636,402.26; and

WHEREAS, the City supports this project and is recommending six-hundred-and-thirty-six-thousand-four-hundred-and-two-dollars-and-twenty-six-cents (\$636,402.26) in HOME Investment Partnerships Program (HOME) funds *to off-set the cost of acquisition and new construction.*

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that the Mayor or Business Administrator is hereby authorized to execute agreements with the Garden State Episcopal CDC and to execute amendments and modifications to the agreements as deemed necessary by the Division of Community Development.

City Clerk File No. Res. 17-734
 Agenda No. 10.Z.14 SEP 13 2017

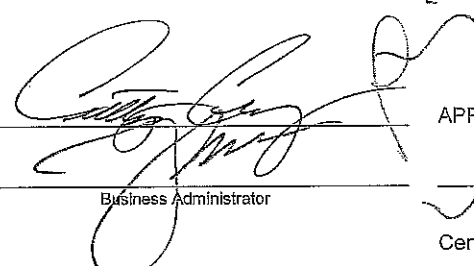
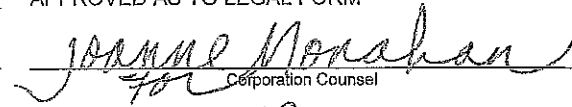
TITLE:

**RESOLUTION TO AUTHORIZE A HOME INVESTMENT PARTNERSHIPS PROGRAM
 (HOME) AGREEMENT WITH GARDEN STATE EPISCOPAL CDC FOR THE
 NEIGHBORHOOD RECOVERY PROGRAM (PHASE IV) – SCATTERED SITES**

BE IT FURTHER RESOLVED, that subject to review and approval by Corporation Counsel, the Mayor or Business Administrator is hereby authorized to execute mortgages, notes, affordable housing development agreements, and such other documents deemed necessary to secure loans under the HOME Investment Partnerships Program. The terms and conditions of the aforementioned documents may be negotiated by the Division of Community Development (DCD) and shall be in accordance with all laws, rules and regulations applicable to the program.

I, Donna L. Mauer, hereby certify that sufficient funds in the amount of \$636,402.26 are available in Account No. 36-200-56-909-604, P.O. No. 122637.


Donna L. Mauer
 Chief Financial Officer

APPROVED:  APPROVED AS TO LEGAL FORM
 APPROVED:  Joanne Monahan
 Business Administrator Corporation Counsel
 Certification Required ☒
 Not Required ☐

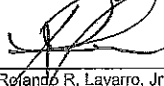
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE											9.13.17	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	
GAJEWSKI	✓			YUN	✓			RIVERA	✓			
GADSDEN	✓			OSBORNE	✓			WATTERMEN	✓			
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION TO AUTHORIZE A HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) AGREEMENT WITH GARDEN STATE EPISCOPAL CDC FOR THE NEIGHBORHOOD RECOVERY PROGRAM (PHASE IV) – SCATTERED SITES

Initiator

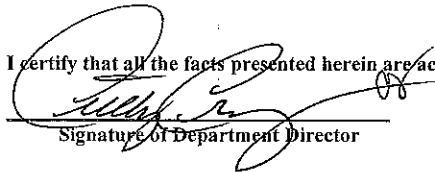
Department/Division	HEDC	Community Development
Name/Title	Golda Speyer	Affordable Housing Project Manager
Phone/email	201-547-4314	GSpeyer@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The Division of Community Development supports and will authorize the Garden State Episcopal CDC to enter into an Agreement in the amount of \$636,402.26 in HOME Investment Partnerships Program (HOME) funds to off-set the cost of acquisition and rehabilitation of four scattered sites properties for LMI-eligible households.

I certify that all the facts presented herein are accurate.


Signature of Department Director

8/30/17
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-735
Agenda No. 10.Z.15
Approved: SEP 13 2017
TITLE:



RESOLUTION TO RECOMMEND AFFORDABLE HOUSING TRUST FUND TO 78 MLK, LLC – 78 MLK DRIVE

WHEREAS, on September 28, 2005 the City of Jersey City adopted Ordinance 05-130 amending and supplementing Chapter 304, Article VI (Long Term Tax Exemptions) of the Jersey City code that established an Affordable Housing Trust Fund (AHTF) from recipients of long term tax exemptions to adopt a spending plan; and

WHEREAS, said spending plan authorizes the City to enter into contract with for profit or non-profit entities, organized under state and federal law for the purpose of constructing affordable housing; and

WHEREAS, the City of Jersey City released a Request for Proposals (RFP) for Affordable Housing Trust Fund (AHTF), Community Development Block Grant (CDBG), and COAH Regional Contribution Agreement Recapture Funds (RCA) funding from January 31, 2017 to March 31, 2017; and

WHEREAS, the Affordable Housing Trust Fund Committee met on April 13, 2017, May 11, 2017, and June 29, 2017 to review applications for the AHTF RFP; and

WHEREAS, the eligible applicant must provide proof that it is the recipient of funds from other public or private source(s) that together with the Jersey City Division of Community Development will constitute sufficient funds to complete the proposed project; and

WHEREAS, 78 MLK, LLC. – 78 MLK Dr. proposes acquisition and new construction for the creation of three (3) affordable homeownership units for households at approximately 80% AMI; and

WHEREAS, 78 MLK, LLC project will be located at 78 MLK Drive, Jersey City, New Jersey, Block 25601 Lot 1; and

WHEREAS, the total project cost for is approximately \$1,348,993. Proposed financing will consist of the following sources: Jersey City CDBG - \$160,000, Jersey City HOME - \$355,827, Jersey City AHTF - \$59,173; developer equity - \$210,000 and a construction loan - \$700,000; and

WHEREAS, the City supports this project and is recommending the project for fifty-nine-thousand-one-hundred-seventy-three-dollars (\$59,173) in Affordable Housing Trust Funds earmarked for new construction.

TITLE:

RESOLUTION TO RECOMMEND AFFORDABLE HOUSING TRUST FUND TO 78 MLK, LLC - 78 MLK DRIVE

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) Upon successful completion of all required underwriting and subsidy analysis standards of the Division of Community Development, the Mayor or Business Administrator will be authorized to execute an agreement with 78 MLK, LLC. to utilize \$59,173 of Affordable Housing Trust Funds to subsidize the new construction for the creation of three (3) affordable homeownership units for households at approximately 80% AMI.

APPROVED: _____

APPROVED: _____

Business Administrator

"The purpose of the within resolution is to approve a recommendation of funds for the applicant who is applying for other affordable housing funding from 3rd parties. Provided the applicant submits proof to the City that it has received such 3rd party funding commitments, then the City will need to adopt a separate resolution to encumber the funds and authorize the execution of a grant agreement."

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required

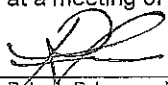
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9-13-17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION TO RECOMMEND AFFORDABLE HOUSING TRUST FUND TO 78 MLK, LLC – 78 MLK DRIVE

Initiator

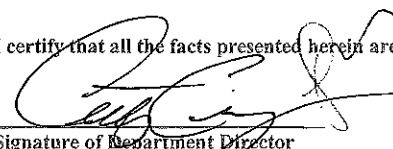
Department/Division	HEDC	Community Development
Name/Title	Golda Speyer	Affordable Housing Project Manager
Phone/email	201-547-4314	GSpeyer@icnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City of Jersey City's Affordable Housing Trust Fund Committee and Division of Community Development are recommending \$59,173 in AHTFs to offset the cost of construction of a three (3) unit condominium project at 78 MLK Drive.

I certify that all the facts presented herein are accurate.


Signature of Department Director

8/30/17
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-736

Agenda No. 10.Z.16

Approved: SEP 13 2017

TITLE:



RESOLUTION TO PROGRAM FY 2017 ANNUAL ACTION PLAN HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS

WHEREAS, on July 15, 2015, the Municipal Council adopted Resolution No. 15-521 authorizing the submission of the 2015-2019 Five Year Consolidated Plan to the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, on July 19, 2017, the Municipal Council adopted Resolution No. 17-591 authorizing the submission of the FY 2017 Annual Action Plan; and

WHEREAS, the City programmed \$1,036,088 in Affordable Housing Production and \$182,839 in CHDO Set-Aside for Affordable Housing Production in the FY 2017 Annual Action Plan; and

WHEREAS, 78 MLK, LLC. – 78 MLK Dr. proposes acquisition and new construction for the creation of three (3) affordable homeownership units for households at approximately 80% AMI located at 78 MLK Drive, Jersey City, New Jersey, Block 25601 Lot 1; and

WHEREAS, the City supports this project and is recommending the project for three-hundred-and-fifty-five-thousand-eight-hundred-and-twenty-seven-dollars (\$355,827) in HOME Investment Partnerships (HOME) funds; and

WHEREAS, Garden State Episcopal CDC – 90 Virginia Ave. proposes acquisition and new construction for the creation of five (5) affordable homeownership units and five (5) affordable rental units for households at approximately 60-80% AMI located at 90 Virginia Ave, Jersey City, New Jersey, Block 21101 Lot 57; and

WHEREAS, the City supports this project and is recommending the project for six-hundred-and-eighty-thousand-two-hundred-and-sixty-one (\$680,261) in HOME Investment Partnerships (HOME) funds and one-hundred-eighty-two-thousand-eight-hundred-thirty-nine (\$182,839) in HOME CHDO Set-Aside Funds; and

WHEREAS, the City is desirous of programming HOME funds as detailed in Exhibit A.

City Clerk File No. Res. 17-736Agenda No. 10.Z.16 SEP 13 2017

TITLE:

RESOLUTION TO PROGRAM PY 2017 ANNUAL ACTION PLAN HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS

NOW, THEREFORE, BE IT RESOLVED that upon successful completion of all required underwriting and subsidy analysis standards of the Division of Community Development, the Mayor or Business Administrator will be authorized to execute agreement(s) with the organizations identified in 'Exhibit A'.

"The purpose of the within resolution is to approve a recommendation of funds for the applicant who is applying for other affordable housing funding from 3rd parties. Provided the applicant submits proof to the City that it has received such 3rd party funding commitments, then the City will need to adopt a separate resolution to encumber the funds and authorize the execution of a grant agreement."

EXHIBIT A**HOME Investment Partnerships Program (HOME)****Description**

FY 2017 - 78 MLK DR
Jersey City, NJ

Developer: 78 MLK, LLC.

Acquisition and new construction of three (3) affordable housing homeownership units from the previously un-programmed PY 17 Annual Action Plan:

PY	PY 17 Annual Action Plan Project	AMOUNT
2017	Affordable Housing Production	\$355,827

FY 2017 - 90 Virginia Ave
Jersey City, NJ

Developer: Garden State Episcopal CDC

Acquisition and new construction of five (5) affordable housing homeownership units and five (5) affordable housing rental units from the previously un-programmed PY 17 Annual Action Plan:

PY	PY 17 Annual Action Plan Project	AMOUNT
2017	Affordable Housing Production	\$680,261
2017	Affordable Housing Production (CHDO Set-Aside)	\$182,839

"The purpose of the within resolution is to approve a recommendation of funds for the applicant who is applying for other affordable housing funding from 3rd parties. Provided the applicant submits proof to the City that it has received such 3rd party funding commitments, then the City will need to adopt a separate resolution to encumber the funds and authorize the execution of a grant agreement."

SUMMARY OF PY 2017 HUD HOME INVESTMENT PARTNERSHIP PROGRAMMED PROJECT

VENDOR	PROJECT	AMOUNT
78 MLK, LLC.	78 MLK Dr	\$355,827
Garden State Episcopal CDC	90 Virginia Ave	\$863,100
TOTAL		\$1,218,927

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
701 Corporation CounselCertification Required ☐Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9-13-17

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

RESOLUTION TO PROGRAM PY 2017 ANNUAL ACTION PLAN HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) FUNDS

Initiator

Department/Division	HEDC	Community Development
Name/Title	Golda Speyer	Affordable Housing Project Manager
Phone/email	201-547-4314	GSpeyer@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City of Jersey City's is programming the PY 2017 HUD Entitlement HOME Investment Partnerships program to new construction affordable housing projects located at 78 MLK Dr. and 90 Virginia Ave in the combined amount of \$1,218,927.

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

8/30/17

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-737

Agenda No. 10.Z.17

Approved: SEP 13 2017

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY APPROVING HOUSING ECONOMIC DEVELOPMENT & COMMERCE, DIVISION OF COMMUNITY DEVELOPMENT POLICIES AND PROCEDURES MANUAL FOR THE IMPLEMENTATION OF THE HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

WHEREAS, Title II of the 1990 Cranston- Gonzalez National Affordable Housing Act, provides for substantial federal funds being made to municipalities for use therein through the HOME Investment Partnerships Program (HOME)- Entitlement Program; and

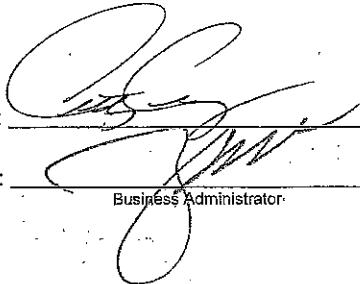
WHEREAS, this Act establishes certain criteria which must be met in order for a City to be recipient of said; and

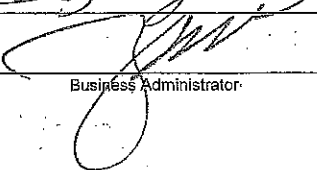
WHEREAS, The City of Jersey City is a HOME Entitlement recipient, which administers the HOME program; and

WHEREAS, the Policies and Procedures Manual for the implementation of the Home program for Jersey City discusses key elements of the HOME regulations and establishes the framework for operating the program to ensure the program is administered in a fair and consistent manner; and

WHEREAS, the implementation of this Policy and Procedures Manual will ensure Jersey City compliance with HOME program requirements; and

NOW, THEREFORE, BE IT RESOLVED that the Municipal Council hereby approve(s) the implementation of this HOME Policies and Procedures Manual to be utilized by Housing Economic Development and Commerce Division of Community Development.

APPROVED: 

APPROVED: 

Business Administrator

APPROVED AS TO LEGAL FORM


Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒


APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY APPROVING HOUSING ECONOMIC DEVELOPMENT & COMMERCE, DIVISION OF COMMUNITY DEVELOPMENT POLICIES AND PROCEDURES MANUAL FOR THE IMPLEMENTATION OF THE HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)

Initiator

Department/Division	HEDC	Community Development
Name/Title	Rodney Hairston	Real Estate Officer
Phone/email	201-547-4793	Hairstonr@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The implementation of the HOME Investment Partnerships Program (HOME).

I certify that all the facts presented herein are accurate.


Signature of Department Director

Date



HOME Investment Partnerships Policies and Procedures Manual
Department of Housing, Economic Development & Commerce

April 2016

City of Jersey City
Division of Community Development
30 Montgomery Street, Suite 404
Jersey City, NJ 07302
(201) 547-6910

TABLE OF CONTENTS

Introduction.....	6
Definitions:.....	8
Section 1: Issue Request for Proposals (RFP).....	20
1.1 Review and Revise RFP	20
1.2 Solicit Proposals.....	20
1.3 RFP Workshop.....	21
Section 2: Intake and Review of Application	22
2.1 Review for Qualifying Criteria	24
2.1(a) Consolidated Plan.....	25
2.1(b) Affirmative Marketing [§92.351 (a) (1)]	25
2.1(c) Anti-displacement Plan.....	25
2.1(d) Conflict of Interest	26
2.1(e) Developer and Contractor Debarment (Other Federal) [§92.350].....	27
2.2 Review for HOME Program Requirements for Rental Housing Projects	28
2.2(a) Eligible Activity [§92.205 (a)].....	28
2.2(b) Forms of Assistance [§ 92.205 (b)]	28
2.2(c) Eligible Costs [§92.206].....	28
2.2(d) Maximum HOME Investment (221(d)(3) [§92.250(a)].....	30
2.2(e) Subsidy Review/Layering Analysis [§92.250 (b)]	31
2.2(f) Site and Neighborhood Standards [92.202(b)]	31
2.2(g) Property Standards	31
2.2(h) Determining the Per Unit HOME Subsidy (24 CFR Part 92.250 and 254)	33
2.2(i) Rental Units- Determining HOME Units [§92.252(j)].....	34
2.2 (j) Tenant Income and Rent Limit Requirements [§92.252 (b)]	34
2.2(k) Determining Period of Affordability [§92.252 (e) and §92.254]	35
2.2(l) Match [§92.218]	36
2.2 (m) Community Housing Development Organization (CHDOs) Review	38
2.3 Other Federal Requirements Review	41
2.3 (a) Environmental Review	41
2.3 (b) Section 3.....	42
2.3 (c) Handicapped Accessibility 504/ Americans with Disabilities Act (ADA)	43
2.3 (d) Procurement/Contractor Selection	43

2.3 (e) Lead-Based Paint (Housing Built Before 1978) 24CFR Part 35.....	43
2.3 (f) Relocation/Displacement	44
2.3 (g) Davis-Bacon (Federal Prevailing Wage Requirements).....	44
2.3 (h) Prohibited Activities.....	44
2.4 (a) Conditional Commitment.....	44
Section 3: Project Approval and Execution of Agreements	46
3.1 Meet with the Sponsor/Developer-Predevelopment (optional).....	47
3.2 Rank Proposals and Make Recommendations	47
3.3 Make Recommendations to the Director.....	47
3.4 City Approvals	48
3.5 Action Plan Submission and Substantial Amendments.....	48
3.6 Notify Staff of Approved Projects.....	48
3.7 Notify Developer of Decision	48
3.8 Pre-Contract Meeting with Developer	48
3.9 Develop and Execute Funding Agreement	48
3.10 Review Project Cost Analysis.....	50
3.11 Final Financial Review	50
3.12 Project Loan Closing	50
3.13 IDIS Set-Up.....	50
3.14 Reporting Subawards in the Federal Funding Accountability and Transparency Act Subward Reporting System.....	51
3.15 Canceling a Project	51
Section 4: Managing Construction and Reimbursements.....	53
4.1 Procurement	54
4.2 Pre-Construction Conference	54
4.3 Issue Order to Proceed	55
4.4 Conduct On-site Inspections	55
4.5 Monitoring and Construction Oversight - Work in Progress	56
4.5(a) Draws (Voucher Payments)	57
4.5(b) Labor Standards	57
4.5(c) Lead Safe Housing Rule	57
4.5(d) Section 3.....	58
4.5(e) Handicapped Accessibility Section 504.....	58

4.6 Approve Change Orders	58
4.7 Construction Draws (IDIS).....	58
4.7(a) Payment Documentation.....	59
4.8 Final Inspection and Close-Out	59
4.9 Complete Close-Out Checklist	60
4.10 Transfer File to Mortgage Drawer.....	60
Section 5: Sale of Homes and Ongoing Monitoring (Homebuyer Projects)	61
5.1 Marketing	61
5.2 Applications and Income Certification.....	61
5.3 Loan Documents, Closing and Deed Restrictions.....	62
5.4 IDIS Data Entry	62
5.5 Ongoing Occupancy.....	62
Section 6: Initial Occupancy and Leasing of Rental Projects.....	63
6.1 Create Project Abstract for Loan Portfolio	63
6.2 Complete Initial Occupancy Requirements.....	64
6.2(a) Determination of Income	64
6.3 IDIS Data Entry	65
6.4 Include in Annual Monitoring Plan	66
Section 7: Ongoing Occupancy and Long-Term Compliance.....	67
7.1 Review Monitoring Plans and Goals.....	68
7.2 Develop List of all HOME Funded Rental Projects	68
7.3 Conduct Risk Assessment.....	68
7.4 Decide Which Properties to Monitor	68
7.5 Desk Review	68
7.6 On-site Review.....	69
7.7 Assign Properties to Monitoring Staff and Create Monitoring Files	69
7.8 Obtain Data from Project Owners.....	69
7.9 Conduct a Desk Review	70
7.9(a) Getting Started with the Desk Review	70
7.9(b) Review Property's Tenant Selection and Marketing Procedures	70
7.9(c) Review the Property's Standard Lease	71
7.9(d) Review Occupancy and Rent Reporting Form and Certification	72
7.9(e) Monitoring Total Number of HOME Units	73

7.9(f) Monitoring Re-verification of Income.....	73
7.9(g) Monitoring Utility Allowance	73
7.9(h) Monitoring Low HOME Rents and Occupancy by Very-Low Income Residents	74
7.9(i) Monitoring High HOME Rents and Occupancy.....	75
7.9(j) What to Do When Rents and/or Income Appear to Exceed Allowable Limits.....	75
7.10 On-Site Reviews	76
7.10(a) Getting Started with On-site Reviews	76
7.10(b) Review Income Eligibility, Certification and Verification.....	77
7.10(c) Review of Leases and Rents.....	78
7.10(d) Review of Property Condition.....	79
7.10(e) Meeting Lead-Based Paint Standards.....	79
7.11 Review Fair Housing and Affirmative Marketing Requirements	80
7.12 Preparing the Monitoring Report.....	80
7.12(a) Review Findings with Property Owner.....	80
7.12(b) Review Findings with the Real Estate Officer.....	81
7.12(c) Prepare First Draft of Written Report.....	81
7.12(d) Follow Up to Verify that Corrective Actions have been Addressed	82
Section 8: Fiscal Controls and Oversight	83
8.1 Personnel.....	83
8.2 Timeliness.....	83
8.3 CHDO	83
8.4 Individual Activity Set-up in IDIS Upon Commitment of Funds.....	84
8.5 Vouchers and Drawdowns.....	84
8.6 Cash Management for Timely Disbursement of Funds	85
8.7 Receipt and Use of Program Income Prior to Treasury Drawdown.....	85
8.8 Reconciliation of program funds in IDIS with the City's accounts.....	85
8.9 HOME Grant Management.....	86
Section 9: Reporting	89

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-738
Agenda No. 10.2.18
Approved: SEP 13 2017
TITLE:



RESOLUTION TO RECOMMEND AFFORDABLE HOUSING TRUST FUNDS TO THE HOUSING AUTHORITY OF JERSEY CITY – THOMAS J. STEWART APARTMENTS

WHEREAS, on September 28, 2005 the City of Jersey City adopted Ordinance 05-130 amending and supplementing Chapter 304, Article VI (Long Term Tax Exemptions) of the Jersey City code that established an Affordable Housing Trust Fund (AHTF) from recipients of long term tax exemptions to adopt a spending plan; and

WHEREAS, said spending plan authorizes the City to enter into contract with for profit or non-profit entities, organized under state and federal law for the purpose of constructing affordable housing; and

WHEREAS, the City of Jersey City released a Request for Proposals (RFP) for Affordable Housing Trust Fund (AHTF), Community Development Block Grant (CDBG), and COAH Regional Contribution Agreement Recapture Funds (RCA) funding from January 31, 2017 to March 31, 2017; and

WHEREAS, the Affordable Housing Trust Fund Committee met on April 13, 2017, May 11, 2017, and June 29, 2017 to review applications for the AHTF RFP; and

WHEREAS, the eligible applicant must provide proof that it is the recipient of funds from other public or private source(s) that together with the AHTF will constitute sufficient funds to complete the proposed project; and

WHEREAS, the Housing Authority of Jersey City – Thomas J. Stewarts Apartments proposes to rehabilitate an existing building for the preservation of forty-eight (48) affordable rental units for households at approximately 0-50% AMI; and

WHEREAS, the Housing Authority of Jersey City – Thomas J. Stewarts Apartments will be located at 88-92 Erie Street, Jersey City, New Jersey, 07302; Block 11304 Lot 15; and

WHEREAS, the total development cost for this project is approximately \$3,356,386. Proposed financing will consist of the following phased sources: Affordable Housing Trust Funds - \$1,000,000, HMFA CDBG – \$1,106,386, HUD Capital Funds - \$250,000; and

WHEREAS, the City supports this project and is recommending the project for one-million dollars (\$1,000,000) in Affordable Housing Trust Funds.

City Clerk File No. Res. 17-738Agenda No. 10.7.18

TITLE:

RESOLUTION TO RECOMMEND AFFORDABLE HOUSING TRUST FUNDS TO THE HOUSING AUTHORITY OF JERSEY CITY – THOMAS J. STEWART APARTMENTS**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

- 1) Upon successful completion of all required underwriting and subsidy analysis standards of the Division of Community Development, the Mayor or Business Administrator will be authorized to execute an agreement with the Housing Authority of Jersey City – Thomas J. Stewarts Apartments to utilize \$1,000,000 to rehabilitate and preserve forty-eight (48) affordable rental units for households at approximately 0-50% AMI.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION TO RECOMMEND AFFORDABLE HOUSING TRUST FUND TO THE HOUSING AUTHORITY OF JERSEY CITY – THOMAS J. STEWART APARTMENTS

Initiator

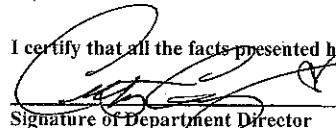
Department/Division	HEDC	Community Development
Name/Title	Golda Speyer	Affordable Housing Project Manager
Phone/email	201-547-4314	GSpeyer@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The City of Jersey City's Affordable Housing Trust Fund Committee and Division of Community Development is recommending its support of a 48-unit affordable housing rental (rehab) at 88-92 Erie Ave in the amount of \$1,000,000 in Affordable Housing Trust Funds to off-set the cost of rehab.

I certify that all the facts presented herein are accurate.


Signature of Department Director

8/30/17
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-739
Agenda No. 10.Z.19
Approved: SEP 13 2017
TITLE: _____



RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND THE EXECUTION OF A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE 2016 RECYCLING TONNAGE GRANT WITH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

WHEREAS, the Mandatory Source Separation and Recycling Act, P.L. 1987, c.102, has established a recycling fund from which tonnage grant made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, it is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

WHEREAS, the New Jersey Department of Environmental Protection has promulgated recycling regulations to implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, the recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, a resolution authorizing this municipality to apply for such tonnage grants will memorialize the commitment of this municipality to recycling and to initiate the assent of the City Council to the efforts undertaken by the municipality and the requirements outlined in the Recycling Act and recycling regulations; and

WHEREAS, such a resolution should designate the individual to ensure the application is properly completed and timely filed.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that it approves the grant application for the above stated project; and

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to submit an grant application to the New Jersey Department of Environmental Protection on behalf of the City of Jersey City; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the City of Jersey City hereby endorses the submission of the 2016 Recycling Tonnage Grant application to the New Jersey Department of Environmental Protection and designates Sonia Dublin, C.R.P. for the City of Jersey City to ensure that the application is properly filed; and

BE IT FURTHER RESOLVED, that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund of the **City of Jersey City** to be used solely for the purpose of recycling.

BE IT FURTHER RESOLVED, that the Mayor and Clerk of the City of Jersey City, County of Hudson, State of New Jersey are hereby authorized to sign the grant agreement on behalf of the City of Jersey City and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approves the establishment of an account for the grant.

Certified as a true copy of the Resolution adopted by Council,
On this ~~13th~~ day of ~~SEPTEMBER~~, 2017

City Clerk File No. Res. 17-739Agenda No. 10.2.19 SEP 13 2017

TITLE:

**RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION
AND THE EXECUTION OF A GRANT CONTRACT WITH THE NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE 2016 RECYCLING
TONNAGE GRANT WITH THE NEW JERSEY DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL

City Clerk
Robert Byrne

Steven M. Fulop, Mayor

Sonia Dublin
Sonia Dublin, C.R.P.

APPROVED: Jose L. Cunha

APPROVED AS TO LEGAL FORM

APPROVED: Joanne Monahan

Business Administrator

Corporation Counsel

JRC
8-31-17

Certification Required ☐

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND THE EXECUTION OF A GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE 2016 RECYCLING TONNAGE GRANT

Project Manager

Department/Division	Public Works	Sanitation
Name/Title	Sonia Dublin	Click here to enter text.
Phone/email	201-547-4745	dublins@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

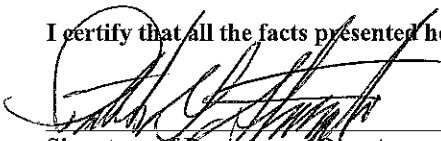
Contract Purpose

The purpose of this resolution is to authorize the submission of a grant application and the execution of a grant contract with the New Jersey Department of Environmental Protection ("NJDEP") for the 2016 Recycling Tonnage Grant. The grant application and grant contract for the 2016 Recycling Tonnage Grant must be passed by resolution by New Jersey municipalities by the end of the 2017 calendar year, in accordance with New Jersey Statewide Mandatory Source Separation and Recycling Act, P.L. 1987, c.102.

Cost (Identify all sources and amounts)**Contract term (include all proposed renewals)****Type of award****If "Other Exception", enter type****Additional Information**

In accordance with the New Jersey Statewide Mandatory Source Separation and Recycling Act, P.L. 1987, c.102, and with the Recycling Enhancement Act, P.L. 2007, c.311, the City of Jersey City is mandated to submit an annual Recycling Tonnage Report summarizing the amount of material recycled during the previous calendar year, to appoint a Certified Recycling Professional ("C.R.P."), and that "All grant monies received by a municipality shall be expended only for its recycling program". A municipality's application for the Recycling Tonnage Grant for a given year must be passed by resolution by the end of the following calendar year.

I certify that all the facts presented herein are accurate.


Signature of Department Director

9-1-17
Date



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING,
TRAFFIC AND TRANSPORTATION
MUNICIPAL SERVICES COMPLEX
13 LINDEN AVENUE EAST | JERSEY CITY, NJ 07305
P: 201 547-4411



STEVEN M. FULOP
MAYOR OF JERSEY CITY

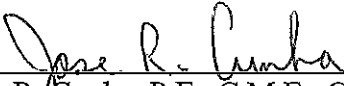
ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: August 31, 2017
TO: Rolando L. Lavarro Jr., Council President and Council Members
CC: Robert Kakoleski, Business Administrator
Patrick Stamato, Director of Public Works
Sonia Dublin, C.R.P., Public Works
FROM: Jose R. Cunha, Municipal Engineer, P.E., C.R.P.
SUBJECT: 2016 Recycling Tonnage Grant

The enclosed resolution represents the official authorization from the City Council to submit the annual Recycling Tonnage Report for the year 2016. This resolution is required as part of the overall recycling tonnage grant submission, for which the City of Jersey City (the "City") is granted funding to continue to operate and to further improve its recycling program. The grant award amount is directly based upon the City's total tonnage of various recyclable materials actually recycled in the previous year.

This resolution also officially designates the State Certified Recycling Professional (C.R.P.) charged with the preparation, submission and certification of the aforementioned recycling tonnage report, as required by New Jersey Statewide Mandatory Source Separation and Recycling Act, P.L. 1987, c.102, and the Recycling Enhancement Act, P.L. 2007, c.311. Sonia Dublin of the Department of Public Works now possesses the C.R.P. certification and will be the designee in responsible charge for the 2016 tonnage report and subsequently there forward.



Jose R. Cunha, P.E., C.M.E., C.R.P.
Municipal Engineer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-740

Agenda No. 10.Z.20

WITHDRAWN



RESOLUTION AUTHORIZING A GIFT AGREEMENT WITH GANI MORALES FOR THE ACCEPTANCE OF THREE BUS SHELTERS TO BE CONSTRUCTED AT WESTSIDE AVENUE AND VIRGINIA AVENUE, WESTSIDE AVENUE AND UNION STREET, AND WESTSIDE AVENUE AND BOYD AVENUE

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, Gani Morales, a resident of the City of Jersey City ("City") desires to contribute to the community through a gift of three (3) bus shelters to be constructed on West Side Avenue; and

WHEREAS, the City greatly appreciates the generosity of Gani Morales to provide additional bus shelters for the use of the residents and visitors of the City; and

WHEREAS, the construction and placement of the bus shelters shall be done in consultation with the City's Division of Engineering, Traffic, & Transportation for approval; and

WHEREAS, no advertisements or signage shall be placed on the Bus Shelters without prior approval by the City; and

WHEREAS, the City shall accept full ownership of the bus shelters and shall indemnify, release and hold harmless Gani Morales from any claims related to the construction and use of the bus shelters, provided that the bus shelters were constructed in accordance with the guidance and approval of the City's Division of Engineering, Traffic, & Transportation; and

WHEREAS, N.J.S.A. 40A:5-29 and N.J.S.A. 40A:12-5(a)(1) authorize the City to accept gifts.

NOW, THEREFORE, Be It Resolved by the Municipal Council of the City of Jersey City that:

- 1) the City is authorized to accept a gift from Gani Morales of three (3) bus shelters to be constructed at Westside Avenue and Virginia Avenue, Westside Avenue and Union Street, and Westside Avenue and Boyd Avenue, provided that no existing laws or agreements would disallow the construction of the bus shelters; and
- 2) The City shall indemnify, release and hold harmless Gani Morales against any claims related to the construction and use of the bus shelters, provided that the bus shelters are constructed in accordance with the guidance and approval of the City's Division of Engineering, Traffic, & Transportation; and

City Clerk File No. Res. 17-740Agenda No. 10.Z.20

TITLE:

**RESOLUTION AUTHORIZING A GIFT AGREEMENT WITH
GANI MORALES FOR THE ACCEPTANCE OF THREE BUS
SHELTERS TO BE CONSTRUCTED AT WESTSIDE AVENUE
AND VIRGINIA AVENUE, WESTSIDE AVENUE AND UNION
STREET, AND WESTSIDE AVENUE AND BOYD AVENUE**

- 3) Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Gift Agreement attached hereto.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
Corporation Counsel

Certificat

Not Requi

WITHDRAWN

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-741
Agenda No. 10.Z.21
Approved: SEP 13 2017
TITLE:



RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT WITH THE JERSEY CITY PUBLIC LIBRARY ALLOWING FOR THE USE OF VARIOUS ROOMS IN CITY HALL BY THE JERSEY CITY LITERACY PROGRAM.

COUNCIL
following resolution:

offered and moved adoption of the

WHEREAS, the Jersey City Free Public Library is a non-profit corporation of the State of New Jersey, whose public purpose includes the provision of educational and cultural programs to the public; and

WHEREAS, the Jersey City Literacy Program is an educational program, including Citizenship, English as a Secondary Language (ESL), and Conversation classes, offered by Licensee to its patrons; and

WHEREAS, the Jersey City Office of Diversity and Inclusion and the Licensee partnered together to offer Citizenship, English Secondary Language (ESL), and Conversation classes to the community; and

WHEREAS, Licensee seeks to hold the classes at City Hall during the fall semester while the Library undergoes major renovations; and

WHEREAS, the City desires to permit Licensee to use rooms in City Hall to hold classes during the Library's 2017 and 2018 semesters, subject to the availability of the rooms;

NOW, THEREFORE, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

1. The Mayor or Business Administrator is authorized to execute a License Agreement with the Jersey City Free Public Library to use various rooms located in City Hall.
2. Subject to such modification as may be required or deemed necessary or appropriate by Corporation Counsel, the License Agreement shall be in substantially the form of the document attached hereto.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE SEP 13 2017											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT
WITH THE JERSEY CITY PUBLIC LIBRARY ALLOWING FOR THE USE OF
VARIOUS ROOMS IN CITY HALL BY THE JERSEY CITY LITERACY PROGRAM.**

Initiator

Department/Division	Resident Response Center	
Name/Title	Judi Reilly	Director
Phone/email	(201) 547-4597	JReilly@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

I certify that all the facts presented herein are accurate.


Signature of Department Director

9/5/17
Date

LICENSE AGREEMENT

This AGREEMENT, entered into this ____ day of _____, 2017, is made by and between the City of Jersey City (the "City"), a municipal corporation of the State of New Jersey with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and the Jersey City Free Public Library with offices at 472 Jersey Avenue, Jersey City, NJ 07302 ("Licensee").

WITNESSETH THAT:

WHEREAS, the Jersey City Free Public Library is a non-profit corporation of the State of New Jersey, whose public purpose includes the provision of educational and cultural programs to the public; and

WHEREAS, the Jersey City Literacy Program is an educational program, including Citizenship, English as a Secondary Language (ESL), and Conversation classes, offered by Licensee to its patrons; and

WHEREAS, the Jersey City Office of Welcoming Communities and the Licensee partnered together to offer Citizenship, English Secondary Language (ESL), and Conversation classes to the community; and

WHEREAS, Licensee seeks to hold the classes at City Hall during the fall semester while the Library undergoes major renovations; and

WHEREAS, the City desires to permit Licensee to use rooms in City Hall to hold classes during the Library's fall semester, subject to the availability of the rooms;

NOW, THEREFORE, in consideration of the mutual promises and other conditions, covenants, and obligations made and agreed to by and between the parties, it is hereby agreed as follows:

1. TERM

The City grants Licensee a license to access and use rooms located in City Hall for a term commencing on September 18, 2017 and ending on July 31, 2018 as further documented in Section 2- Location and Hours, subject to the availability of space and the consent of the Business Administrator

2. LOCATION AND HOURS

Licensee's employees, officials, directors, and invitees may use the following rooms in City Hall, 280 Grove Street, Jersey City, New Jersey 07302 during the days and times specified below:

The Caucus Room (Room # 204):

Saturdays: Saturdays: September 18, 2017 through June 23, 2018 during the hours 10:00 AM-
2:00 PM

The Business Administration Conference Room (Room 110)

*Wednesdays: September 18, 2017 through June 23, 2018, during the hours 6:00 PM –
8:00 PM

*If the rooms listed above are not available, then the displaced class may use the reception area of the Resident Response Center located in room 106.

3. USE

Under the terms of this license agreement, Licensee shall have the right to use the Caucus Room and Business Administration Conference Room in City Hall, as specified in Section 2, for the sole purpose of providing Citizenship, ESL, and Conversation classes to the public, and for no other purpose whatsoever.

Licensee understands that City use of the premises takes priority over Licensee's use as permitted herein. Accordingly, if the City must use any of the rooms during the times specified in Section 2, the City will make reasonable efforts to accommodate Licensee.

4. MAINTENANCE AND REPAIR

- a. The City shall not be required to make any improvements to the rooms prior to Licensee's entry and use of the rooms for the purposes described herein.
- b. Licensee shall be responsible for maintaining the condition of the rooms and the property contained therein during its use of the rooms. Licensee will also restore the rooms to the same condition they were in prior to the Library, its employees, directors, officials, and invitees entry and use thereof.

- c. Any damage to property owned by or under the jurisdiction of the City resulting from or in any way arising out of the use of the premises by the Licensee will be repaired by the Licensee at its own cost and expense. If the Licensee fails to make such repairs within a reasonable time after being requested to do so, the City shall have the right to make such repairs and the Licensee agrees to reimburse the City for all costs and expenses thereof.

5. REVOCATION

The permission hereby granted for use of the premises may be revoked at any time by the City with or without cause, by the City's Business Administrator giving five (5) days written notice to the Licensee. Revocation shall not relieve the Licensee of any liabilities or obligations which stem from its use of the premises which occurred on or prior to the date of revocation.

6. LIABILITY

The Licensee agrees to assume any and all risk of loss or damage of any kind whatsoever to property or injury to or death including wrongful death of persons arising out of the Licensees use of the premises permitted herein. The Licensee further agrees to indemnify and hold harmless the City, its officers, directors, employees or agents from and against any and all claims, suits and demands based upon any of the risks so assumed, whether just or unjust, fraudulent or not, and for all costs and expenses incurred by them in the defense, settlement or satisfaction of any such claims, including attorney's fees and costs of suit. If so directed, the Licensee shall, at no cost or expense to the City, defend against such claims, in which event the Licensee shall not, without obtaining express permission in advance from the Corporation Counsel of the City, raise any defense involving in any way the immunity of the City, or the provisions of any statutes respecting suits against the City. The Licensee's liability under this License Agreement shall continue after the termination of it with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

7. INSURANCE

The Licensee shall provide insurance coverage to the City indemnifying the City from any liability in connection with the Licensee's use of the premises. Licensee will supply the City with a copy of its insurance liability policy. The amount of the insurance shall be determined by the City's Risk Manager. The City shall be named as an additional insured party. All accidents or injuries to person, or any damages to property, occurring as a result of or in connection with the Licensee's use of the property shall be reported immediately to the City of Jersey City, Division of Risk Management and the Office of Real Estate as authorized representatives of the Licensor together with all information required by the Licensor on prescribed forms to be provided by the Licensor. The Licensee agrees to obtain and maintain insurance coverage as follows:

- A. Comprehensive General Liability: including Premises Operations, Products Completed Operations, and Independent Contractor Coverages - covering as insured Licensee with not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for Bodily Injury and Property Damage Liability. The City of Jersey City, its agents, and servants shall be named as additional insured.

- B. Workers Compensation Insurance- covering as insured Licensee with not less than New Jersey Statutory Limits and including Employer's Liability of no less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).

Licensee agrees to procure and maintain insurance of the kinds and in the amounts hereinabove provided by insurance companies authorized to do business in the State of New Jersey, as rated in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

7. ASSIGNMENT OF RIGHTS

The Licensee shall not sell or assign its rights pursuant to this Agreement or permit the use of the premises, or any part thereof or City property contained therein, to any other entity or person without the express prior written consent of the Business Administrator. Any unauthorized action in violation of this provision shall be void, and shall terminate the Licensee's rights pursuant to this Agreement.

8. LIMITATION OF RIGHTS

The Licensee acknowledges that no property or other right is created other than that specifically defined and limited by this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly signed and sealed the day and year written above.

CITY OF JERSEY CITY

JERSEY CITY FREE PUBLIC LIBRARY

By:

By:

Robert Kakolessi
Business Administrator

Priscilla Gardner
Library Director

Witness:

Witness:

Robert Byrne
City Clerk

Darnelle Richardson
Jersey City Literacy Program Coordinator



Literacy Program
Jersey City Public Library
City Hall Class Schedule



Semester I: 9/18/17 – 2/3/18

Class	Room #	Enrollment	Time	Mon	Tues	Wed	Thu	Fr	Sat	Instructor(s)
Citizenship #1: (5 sessions) Start Date: 9/23/17 End Date: 10/21/17 <i>No class November/December</i>	204		10:00-12:00						X	Doug Ebeling/Patrick Healy
Citizenship #2 (5 sessions) Start Date: 1/6/18 End Date: 2/3/18 <i>Next class begins Semester II</i>	204		10:00-12:00						X	Doug Ebeling/Patrick Healy
Conversation I Start Date: 9/23/17 End Date: 2/3/18 <i>No class 2/10/18 – (Semester Break)</i>	204		12:30-2:00						X	Pending
ESL II Start Date: 9/20/17 End Date: 1/31/18 <i>No class 2/7/18 (Semester Break)</i>	110		6:00–7:30			X				Eve Mensch

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-742
Agenda No. 10.Z.22
Approved: SEP 13 2017
TITLE:



RESOLUTION AUTHORIZING THE SETTLEMENT OF THE ACTION CAL HARBOR V URBAN RENEWAL ASSOCIATES, L.P., ET ALS, vs. CITY OF JERSEY CITY, ET ALS, DOCKET NO.: HUD-C-133-16

COUNCIL

Offered and Moved adoption of the following Resolution:

WHEREAS, plaintiffs Cal-Harbor V Urban Renewal Associates L.P. and Cal-Harbor VII Urban Renewal Associates L.P. (collectively the "Plaintiffs") and defendants the City of Jersey City (the "City"), Office of the Tax Collector of the City of Jersey City and the Office of the Tax Assessor of the City of Jersey City (collectively the "City Defendants") (the term "Parties" collectively refers to the Plaintiffs, the City Defendants) have engaged in settlement negotiations pursuant to a court-ordered mediation proceeding before the Honorable Maurice J. Gallipoli, A.J.S.C. (Ret.) for the purpose of resolving the disputed issues between them in a lawsuit entitled Cal-Harbor V Urban Renewal, L.P., et als. v. City of Jersey City, et als., Docket No. HUD-C-133-16 (the "Lawsuit"); and

WHEREAS, the Lawsuit consisted of a Complaint and Counterclaim as to the disputed interpretation and enforceability of June 30, 2010 Settlement Agreements between the Plaintiffs and the City together with Plaintiffs' challenges to the assessments calculated by the City Defendants in connection with the Staged Adjustments to the Annual Service Charges that Plaintiffs were to pay in lieu of taxes ("PILOTS"); and

WHEREAS, the Parties, without conceding liability, and after an opportunity to consider and to confer with counsel of their choice, have voluntarily agreed to the terms of a Settlement Agreement and Release ("Agreement"), which is annexed hereto as Exhibit A, with respect to the disputed issues, and with a full understanding of the terms of the Agreement, desire to memorialize the terms of their settlement in the Agreement and to be bound by the terms of the Agreement and the Consent Order for Judgment ("Consent Order") attached as Exhibit A to the Agreement approving settlement and dismissing all claims with prejudice and without costs or fees, except that the Parties have the right to undertake legal action to enforce the Agreement in the event of a breach.

NOW THEREFORE, by the Municipal Council of the City of Jersey City that:

1. The Business Administrator or the Corporation Counsel, as appropriate, is authorized to execute the Agreement concerning Lawsuit, and any other documents (i.e., such as a stipulation of dismissal and the Consent Order) appropriate or necessary to implement the Agreement.
2. The Agreement will contain various terms, including, but not limited to, the following terms:

Monetary Terms. In consideration of the mutual Releases set forth above and other good and valuable consideration, the Plaintiffs and Defendants have agreed to the following adjustments to the assessments of Plaza 4A and Plaza 5 for the determination of the taxes otherwise due in the Staged Adjustments to the Annual Service Charges (also known as the "PILOTS") to be paid by the Plaintiffs pursuant to their respective Financial Agreements beginning January 16, 2016 for Plaza 4A and June 15, 2016 for Plaza 5, and continuing every year until the expiration of the PILOT terms for Plaza 4A on February 15, 2022 and for Plaza 5 on June 14, 2022:

**TITLE RESOLUTION AUTHORIZING THE SETTLEMENT OF THE ACTION CAL
HARBOR V URBAN RENEWAL ASSOCIATES, L.P., ET ALS, vs. CITY OF
JERSEY CITY, ET ALS, DOCKET NO.: HUD-C-133-16**

A. For Plaza 4A:

- (1) The assessed value for the land and improvements is reduced from \$24,159,100 to \$16,584,600 for the purpose of determining the credits due to Plaza 4A for overpayments for the Tax Years 2016 and 2017;
- (2) Subject to credits due for overpayments made for Tax Years 2016 and 2017, the PILOT beginning January 16, 2016 and ending January 15, 2017 will be the minimum PILOT due of \$989,934 per year; and
- (3) The PILOT beginning January 16, 2017, and continuing every year to the expiration of the PILOT term on February 15, 2022 shall be fixed at \$1,021,744 (\$1,277,180 agreed upon taxes otherwise due at 80%) per year.

B. For Plaza 5:

- (1) The assessed value for the land and improvements is reduced from \$94,006,100 to \$67,833,600 for the purpose of determining the credits due to Plaza 5 for overpayments for the Tax Years 2016 and 2017;
- (2) Subject to credits due for overpayments made for Tax Years 2016 and 2017, the PILOT beginning June 15, 2016 to June 14, 2017 will be the minimum PILOT due of \$3,417,500 per year; and
- (3) The PILOT beginning June 15, 2017 and continuing every year to the expiration of the PILOT Term on June 14, 2022 shall be fixed at \$4,179,092 (\$5,223,865 agreed upon taxes otherwise due at 80%) per year.

C. The Parties agree that the "true value" of \$64,670,000 for Plaza 4A and the "true value" of \$264,510,000 for Plaza 5 will be certified by the tax assessor as the new assessments for the revaluation scheduled for Tax Year 2018.

D. In order to eliminate the uncertainties resulting from the effect of the city-wide revaluation on the PILOT payments, the parties have stipulated that the PILOT for Plaza 4A shall be fixed at \$1,021,744 per year and the PILOT for Plaza 5 shall be fixed at \$4,179,092 per year until the expiration of the PILOT Terms, notwithstanding any change in the tax rate due to the revaluation.

E. Beginning with the Third Quarter Invoices for 2017, the City shall provide Plaza 4A and Plaza 5 with a credit for the amounts which the Cal-Harbor Entities paid to the City in excess of the amounts set forth in this Agreement beginning January 16, 2016 for Plaza 4A and June 15, 2016 for Plaza 5.

TITLE:

**RESOLUTION AUTHORIZING THE SETTLEMENT OF THE ACTION CAL
HARBOR V URBAN RENEWAL ASSOCIATES, L.P., ET ALS, vs. CITY OF
JERSEY CITY, ET ALS, DOCKET NO.: HUD-C-133-16**

- F. For the purpose of these credits, the Parties have agreed that Plaza 4A will be entitled to a credit against its PILOT invoice for the Third Quarter 2017 in the amount of \$337,313.00 and Plaza 5 will be entitled to a credit against its PILOT invoice for the Third Quarter 2017 in the amount of \$996,828.0. These amounts assume that the City begins billing the Plaintiffs for the PILOTs agreed to herein beginning July 1, 2017 (the 3rd quarter of 2017), and any remaining credits are carried to succeeding quarters.
- G. The City will also reduce the amounts of the annual administrative fees for Plaza 4A and Plaza 5 based on 2% of the reduced PILOT payments.
- H. The City shall provide a credit to the Plaintiffs against the amounts of the Third Quarter 2017 Invoices for the excess annual administrative fees charged to the Plaintiffs based upon 2% of the reduced Annual Service Charges paid by Plaza 4A beginning January 16, 2016 and by Plaza 5 beginning June 15, 2016 in the amount of \$6,746.00 for Plaza 4A and \$19,937.00 for Plaza 5.
3. The Consent Order will contain the following minimal terms:
- All claims asserted by the Parties against each other in the Complaint and Counterclaim are hereby dismissed, with prejudice, and without costs or fees to any of the Parties;
 - The Parties are ordered to comply with the terms and conditions of the Agreement;
 - The Court shall retain jurisdiction over the Parties for the purpose of enforcing the terms and conditions of the Agreement; and
 - The Consent Order may be executed by the Parties in counterparts.
4. The Consent Order shall be in substantially the form attached as Exhibit A to the Agreement, subject to such minor modification as the Business Administrator or the Corporation Counsel deems appropriate or necessary.

PA/he
8/31/17
APPROVED: _____APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
for Corporation CounselCertification Required ☐Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrnes, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

**RESOLUTION AUTHORIZING THE SETTLEMENT OF THE ACTION CAL
HARBOR V URBAN RENEWAL ASSOCIATES, L.P., ET ALS, vs. CITY OF JERSEY
CITY, ET ALS, DOCKET NO.: HUD-C-133-16**

Initiator

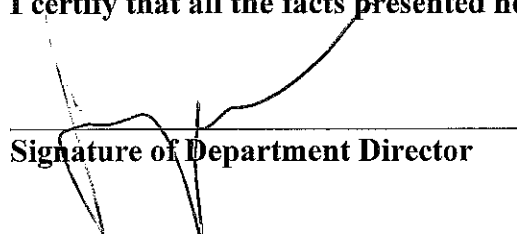
Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	(201) 547-4667	JFarrell@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The Corporation Counsel respectfully submits this resolution for authorization to enter into the settlement agreement in connection with the above captioned matter. This matter arises out of a dispute between the parties with regard to amounts of the payments in lieu of taxes (PILOTs) in connection with tax abatements previously awarded to the plaintiffs. Accordingly, as set forth in detail in the annexed resolution and settlement agreement, the parties have reached a settlement wherein the parties agreed to a fixed schedule of PILOTs to be paid by plaintiffs for the duration of the term of the tax abatements which expire in 2022.

I certify that all the facts presented herein are accurate.



Signature of Department Director

Date

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement ("Agreement") is made and entered as of this 1st day of July, 2017, between **CAL-HARBOR V URBAN RENEWAL ASSOCIATES L.P.** ("Plaza 5"), with an address c/o Mack-Cali Realty Corporation, Harborside 3, 2010 Hudson Street, Suite 400, Jersey City, New Jersey 07311 and **CAL-HARBOR VII URBAN RENEWAL ASSOCIATES, L.P.** ("Plaza 4A"), with an address c/o Mack-Cali Realty Corporation, Harborside 3, 2010 Hudson Street, Suite 400, Jersey City, New Jersey 07311 (collectively "Cal-Harbor Entities" or "Plaintiffs"), and the **CITY OF JERSEY CITY** ("City"), **OFFICE OF THE TAX COLLECTOR OF THE CITY OF JERSEY CITY** ("Tax Collector"); and **OFFICE OF THE TAX ASSESSOR OF THE CITY OF JERSEY CITY** ("Tax Assessor"); with an address at City of Jersey City, City Hall, 280 Grove Street, Jersey City, New Jersey 07302 (collectively the "Defendants"). The Plaintiffs and Defendants are collectively referred to as "the Parties".

WHEREAS, the Parties have engaged in settlement negotiations in a court-ordered mediation proceeding before the Honorable Maurice J. Gallipoli, A.J.S.C. (Ret.) for the purpose of resolving the disputed issues between them in a lawsuit entitled Cal-Harbor V Urban Renewal, L.P., et als. v. City of Jersey City, et als., Docket No. HUD-C-133-16 (the "Lawsuit"); and

WHEREAS, the Lawsuit consisted of a Complaint and Counterclaim as to the disputed interpretation and enforceability of Settlement Agreements between the Cal-Harbor Entities and the City, effective June 30, 2010, plus challenges by the Plaintiffs to the assessments used by the Defendants in Staged Adjustments to the Annual Service Charges paid by the Plaintiffs in lieu of taxes; and

WHEREAS, the Parties, without conceding liability, or that their respective positions in the Lawsuit are incorrect, and after an opportunity to consider and to confer with counsel of their choice, have reached a voluntary settlement Agreement with respect to the disputed issues in

connection with the Lawsuit, and with a full understanding of the terms of this Agreement, desire to memorialize their settlement herein and to be bound by the terms of this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein and as set forth in further detail herein, the Parties agree as follows:

1. **Release by Cal-Harbor Entities.** In consideration for the City's entry into and carrying out of the terms of this Settlement Agreement, Plaintiffs release, and forever discharge the Defendants, including any and all of the Defendants' officers, trustees, employees, agents, attorneys, managers, directors, and departments, and their predecessors, successors, heirs, executors, administrators and assigns, and all persons acting by, through, under or in concert with them (individually and collectively referred to as "Defendant Releasees"), from any and all actions, causes of action, suits, charges, complaints, claims, liabilities, agreements, controversies, damages, and expenses (including attorneys' fees and costs), and all other claims of any nature whatsoever, known or unknown, in law or in equity, which were brought or could have been brought in and otherwise relate to the Lawsuit. This Release includes, but is not limited to, any claims arising out of Plaintiffs' relationship with Defendants, in connection with the facts and circumstances giving rise and relating to the Lawsuit, or for any other reasons, which were asserted or could have been asserted by the Plaintiffs in the Lawsuit against Defendant under any local, state or federal statute, constitution, ordinance, contract or common law. Whenever the term "Plaintiffs" is used in this paragraph, it also includes the Plaintiffs' affiliates, successors in interest and assigns.

2. **Release by the Defendants.** In consideration for the Plaintiffs' entry into and carrying out of the terms of this Settlement Agreement, Defendants release, and forever discharge the Plaintiffs, including any and all of the Plaintiffs' officers, trustees, employees, agents, attorneys, managers, directors, and departments, and their predecessors, successors, heirs,

executors, administrators and assigns, and all persons acting by, through, under or in concert with them (individually and collectively referred to as "Plaintiff Releasees"), from any and all actions, causes of action, suits, charges, complaints, counterclaims, claims, liabilities, agreements, controversies, damages, and expenses (including attorneys' fees and costs), and all other claims of any nature whatsoever, known or unknown, in law or in equity, which were brought or could have been brought in and otherwise relate to the Lawsuit. This Release includes, but is not limited to, any claims arising out of Defendants' relationship with the Plaintiffs in connection with the facts and circumstances giving rise and relating to the Lawsuit, or for any other reasons, which were asserted or could have been asserted by the Defendants in the Lawsuit against Plaintiffs under any local, state or federal statute, constitution, ordinance, contract or common law. Whenever the term "Defendants" is used in this paragraph, it also includes all of Defendants' agencies, departments, offices, officers, successors in interest and assigns.

3. Monetary Terms. In consideration of the mutual Releases set forth above and other good and valuable consideration, the Plaintiffs and Defendants have agreed to the following adjustments to the assessments of Plaza 4A and Plaza 5 for the determination of the taxes otherwise due in the Staged Adjustments to the Annual Service Charges (also known as the "PILOTs") to be paid by the Plaintiffs pursuant to their respective Financial Agreements beginning January 16, 2016 for Plaza 4A and June 15, 2016 for Plaza 5, and continuing every year until the expiration of the PILOT terms for Plaza 4A on February 15, 2022 and for Plaza 5 on June 14, 2022:

A. For Plaza 4A:

- (1) The assessed value for the land and improvements is reduced from \$24,159,100 to \$16,584,600 for the purpose of determining the credits due to Plaza 4A for overpayments for the Tax Years 2016 and 2017.
- (2) Subject to credits due for overpayments made for Tax Years 2016 and 2017, the PILOT beginning January 16, 2016 and ending January 15, 2017 will be the minimum PILOT due of \$989,934 per year and
- (3) The PILOT beginning January 16, 2017 and continuing every year to the expiration of the PILOT term on February 15, 2022 shall be fixed at \$1,021,744 (\$1,277,180 agreed upon taxes otherwise due at 80%) per year.

B. For Plaza 5:

- (1) The assessed value for the land and improvements is reduced from \$94,006,100 to \$67,833,600 for the purpose of determining the credits due to Plaza 5 for overpayments for the Tax Years 2016 and 2017;
- (2) Subject to credits due for overpayments made for Tax Years 2016 and 2017, the PILOT beginning June 15, 2016 to June 14, 2017 will be the minimum PILOT due of \$3,417,500 per year; and
- (3) The PILOT beginning June 15, 2017 and continuing every year to the expiration of the PILOT Term on June 14, 2022 shall be fixed at \$4,179,092 (\$5,223,865 agreed upon taxes otherwise due at 80%) per year.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-743
Agenda No. 10-Z.23
Approved: SEP 13 2017
TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY PARTICIPATE IN THE BERGEN COUNTY COOPERATIVE PRICING AGREEMENT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, N.J.S.A. 40A:11-10 et seq. authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

WHEREAS, the City of Jersey City (City) desires to participate in a cooperative pricing system for the purchase of good and services; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the Bergen County Cooperative is the lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services (Division); and

WHEREAS, pursuant to N.J.A.C. 5:34-7.6, the City may apply for membership in an approved Cooperative Purchasing System and the Bergen County Cooperative is authorized to apply to the Director of the Division for approval on behalf of a proposed new member; and

WHEREAS, if the Division approves the City's membership application, the City will be able to purchase certain goods and services that the Bergen County Cooperative has publicly bid for; and

WHEREAS, the City desires to become a member of the Cooperative Purchasing System for Bergen County is the lead agency.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the Cooperative Pricing System offered by the Bergen County Cooperative Pricing Agreement.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
City Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-744

Agenda No. 10.7.24

Approved: SEP 13 2017

TITLE:



**A RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO
ENTER INTO COOPERATIVE PRICING SYSTEM AGREEMENT WITH
THE ALLIANCE FOR COMPETITIVE ENERGY SERVICES (ACES)
AND AUTHORIZING PARTICIPATION IN THE ACESPLUS PROGRAM
FOR ENERGY CONSULTING SERVICES WITH GABEL ASSOCIATES**

COUNCIL AS A WHOLE
THE FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF

WHEREAS, "The Electric Discount and Energy Competition Act," P.L. 1999, c. 23 ("EDECA") authorizes the New Jersey School Boards' Association ("NJSBA") to obtain electricity and other energy-related services for local boards of education on an aggregated basis; and

WHEREAS, NJSBA formed the Alliance for a Competitive Energy Services, hereinafter referred to as "ACES," a Cooperative Pricing System (E88-01-ACESCPS) to effectively obtain electricity and other energy-related services for its members; and

WHEREAS, N.J.S.A. 40A: 11-10(b) authorizes municipalities to enter into cooperative pricing agreements; and

WHEREAS, ACES, has offered voluntary participation in a cooperative pricing system for the energy-related services to municipalities; and

WHEREAS, the City of Jersey City ("City") desires to participate in the ACES Cooperative Pricing System; and

WHEREAS, NJSBA and the New Jersey Association of School Administrators ("NJASA") has created, and is also offering, the ACESplus Program, which is designed to assist participating government entities with the evaluation and implementation of certain energy related programs; and

WHEREAS, the City desires to participate in the ACESplus Program; and

WHEREAS, Gabel Associates, the professional energy consultant of the ACESplus Program ("Gabel"), will work with the City to evaluate potential projects, develop and administer an appropriate procurement process, and provide support during project implementation, and other energy-related services as may be desired by the City, all in accordance with the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-4.6 & 4.1) and EDECA; and

WHEREAS, Gabel has submitted a proposal dated August 18, 2017 to assist the City with the procurement, evaluation and administration of a solar Power Purchase Agreement and related energy infrastructure ("Project"), in which the selected developer shall be responsible for the out of pocket costs of the consulting fees unless the City terminates the process before a contract is awarded, all as set forth in the attached **Exhibit A**; and

WHEREAS, as set forth in the proposals, should the City terminate the process before the award of a contract, then the City would be responsible to pay either \$8,000 or \$16,000 to Gabel, depending on the timing of termination; and

WHEREAS, the City of Jersey City desires to accept Gabel's proposal and proceed with Gabel's energy consulting services for the Project.

City Clerk File No. Res. 17-744
 Agenda No. 10.2.24 SEP 13 2017

TITLE:

**A RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO
 ENTER INTO COOPERATIVE PRICING SYSTEM AGREEMENT WITH
 THE ALLIANCE FOR COMPETITIVE ENERGY SERVICES (ACES)
 AND AUTHORIZING PARTICIPATION IN THE ACESPLUS PROGRAM
 FOR ENERGY CONSULTING SERVICES WITH GABEL ASSOCIATES**

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. Pursuant to the provisions of N.J.S.A. 40A:11-10(b), the Mayor and/or Business Administrator, is hereby authorized to enter into and execute the ACES Cooperative Pricing System Agreement, attached hereto.
2. As authorized by, and in accordance with the requirements of the Local Public Contracts Law (N.J.S.A 40A:11-4.6 and 4.1) and EDECA, the Mayor and/or Business Administrator, is hereby authorized to enter into and execute the proposal of Gabel Associates, the professional energy consultant of the Lead Agency, attached hereto.
3. The New Jersey School Boards Association, through ACES and its professional energy consultant, Gabel Associates, shall be responsible for complying with the "Local Public Contracts Law," N.J.S.A. 40A: 11-1.1 *et seq.* and all other applicable laws in connection with the preparation, bidding, negotiation and execution of contracts in connection with the ACES Cooperative Pricing System and the ACESplus Program.

BD
 08.28.17

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Certification Required ☐Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

A RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ENTER INTO COOPERATIVE PRICING SYSTEM AGREEMENT WITH THE ALLIANCE FOR COMPETITIVE ENERGY SERVICES (ACES) AND AUTHORIZING PARTICIPATION IN THE ACESPLUS PROGRAM FOR ENERGY CONSULTING SERVICES WITH GABEL ASSOCIATES

Project Manager

Department/Division	Engineering	
Name/Title	Jose R. Cunha, PE	Director
Phone/email	(201) 547-4411	JCunha@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

To enter into a cooperative pricing system and retain an energy consultant that will assist the City with all aspects, including all technical review of specifications and technical review of proposals, for the municipal solar project at 13 Linden Avenue.

Cost (Identify all sources and amounts)**Contract term (include all proposed renewals)**

For a period not to exceed five (5) years

Type of award


Cooperative NJSA40A:11-10(b)
NJSA 40A:11-4.6 & 4.1

If "Other Exception", enter type

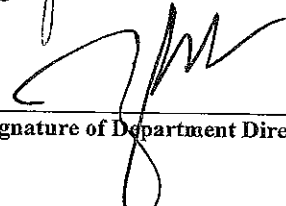
Additional Information

The solar developer as part of the PPA "Project Development Fees" will pay for all professional fees associated with the energy consulting services provided by Gabel Associates. However, should the City terminate the process before the award of a Contract/PPA, then the City would be responsible to pay either \$8,000 or \$16,000 to Gabel Associates, depending on the timing of termination.

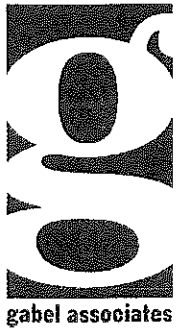
I certify that all the facts presented herein are accurate.


Signature of Division Director

8/29/17
Date


Signature of Department Director

9/8/17
Date



Proposal to Provide Energy Consulting Services **to the City of Jersey City** **Through The ACESplus Program**

August 18, 2017

Introduction

Gabel Associates (Gabel) is pleased to provide this proposal to the City of Jersey City (Jersey City or the City) to provide energy consulting services related to its prospective solar project. Gabel has unmatched experience developing renewable energy projects in New Jersey, especially projects for public entities where defined procurement processes are required.

As outlined in more detail in the proposal below, Gabel will provide the consulting services needed to fully realize a solar installation at the Department of Public Works (DPW) facility, including: a review of the needed request for proposal (RFP) and related documents, management of the RFP process to get competitive bids, evaluation of the bids, support for the City during contract negotiations, and serving as customer representative during construction. This support will be done in collaboration with the City, other retained professionals (at the City's discretion), and staff, with the goal of minimizing administrative impacts on City personnel.

This proposal builds on prior efforts to develop a solar project for the Jersey City DPW site. Given work previously completed under the project sponsored through the Hudson County Improvement Authority, and work already realized for the current project, typical project scope has been adjusted accordingly. In addition, based on feedback from Jersey City professionals, the process has also been amended to include consideration of electrification readiness and electricity storage options.

The City is interested in becoming a part of the Alliance for Competitive Energy Services (ACES) program to take advantage of the consulting services available, typically without budgeted expense, through the ACESplus program. ACESplus is sponsored by the New Jersey School Boards Association (NJSBA) as the lead agency and the New Jersey Association of School Administrators (NJASA). Our consulting services are provided through a cooperative purchasing program created by those organizations, as approved by the New Jersey Department of Community Affairs (DCA), and is overseen by the sponsoring organizations. Engaging the services proposed below requires only the passing of a standardized resolution to take opt-in to the ACES cooperative pricing system and participate in the ACESplus program. Consistent with typical practice on projects of this type, all consulting fees are included as part of the final project (to be paid by the project developer), and typically will not require any "out-of-pocket" expenses for the City.

For more information about ACES and ACESplus, please refer to www.nj-aces.com.

Overview of Gabel Associates

Gabel Associates, Inc. is an energy, environmental and public utility consulting firm with its principal office located in Highland Park, New Jersey. For over 24 years, Gabel Associates has provided quality energy consulting services and strategic insight to its clients. Our client list includes public and federal agencies, individual commercial and industrial end users, aggregated groups of customers, public utility commissions, power plant owners and operators, wholesale suppliers, and utilities. We have extensive expertise managing clean energy projects for public entities such as municipalities, schools, and counties, where the rare combination of energy subject matter depth and public procurement expertise is particularly important.

The firm has a broad portfolio of engagements that span strategic analysis, economic evaluation, project development, policy initiatives, energy procurement, and client decision making support. Given this range of involvement, Gabel can bring practical expertise to each engagement, as informed by deep experience in a wide range of energy industry disciplines. The firm has particular expertise in development of renewable energy projects, and has supported over 200 projects through all phases of project planning, formation, and implementation. Our consultants frequently partner with other professionals and client staff, providing energy expertise as part of a multi-disciplinary and collaborative team.

Given this breadth of clients, and working knowledge from across all sectors of the energy market, Gabel is able to bring unique multi-dimensional expertise to every engagement. For example, we are able to perform a more detailed analysis of the City's current electricity bills given that we are also working in the wholesale and retail markets to provide forecasts and policy analysis. As a result of this subject matter depth, the firm will bring hands-on expertise and experience in several key areas as follows:

- Demonstrated success in all stages of renewable energy project development, including feasibility studies and assessments; comprehensive economic, technical, and financial analysis; interconnection activities; preparation of RFPs and proposal/bidder evaluation; contract drafting and negotiation; renewable attribute sales; and project facilitation during implementation;
- Extensive experience working successfully with dozens of public entities throughout New Jersey, as well as leading involvement in the development of several significant solar projects in New Jersey such as the Princeton Township landfill project, the Atlantic City Convention Center, Warren County Technical School, Delaware Valley Regional High School, Rutgers University, 125 county facilities, and many other renewable projects. The firm has particular expertise in developing energy projects for public entities through competitive contracting processes that seek to maximize competition;
- Highly knowledgeable about the Sustainable Jersey program, including detailed working knowledge of solar energy actions for which this project will be applicable. This includes

the expertise of Mark Warner (Vice President of the firm) who previously served as the Director of Energy at Sustainable Jersey where he led the development of the Sustainable Jersey energy actions;

- Unique expertise in new advanced project areas, including the use of batteries to provide electricity storage (including for resiliency and eventual microgrid applications), and the development of electric vehicle charging infrastructure;
- Active contributor/stakeholder in the formation of renewable energy regulations and legislation in the region, especially New Jersey. Specifically, the firm has helped shape New Jersey's Renewable Portfolio Standards (RPS), one of the most progressive renewable policies in the country since its inception in 1999. The firm is also a dynamic participant on the Renewable Energy Committee, as well as several related committees that help determine the policy direction of the renewable energy market;
- Deep expertise in utility tariffs and an advanced understanding of all components that collectively make up electricity rates. This allows the firm to clearly analyze and forecast the cost of utility service against the proposed price associated with solar power generation, and;
- Expert understanding and continued presence at PJM, the operator of the region's wholesale electricity marketplace, which gives the firm a unique ability to anticipate energy market trends and foresee major developments that may impact our clients.

It is also important to note that Gabel has served as the Consultant/Program Administrator for the ACES program for over 17 years. ACES represents a significant energy purchasing consortium comprised of over 400 New Jersey school districts, including Jersey City Public Schools (for natural gas). Gabel is also the exclusive provider of consulting services, as outlined in this proposal, for the ACESplus program.

Please see Attachment A for a more detailed profile of Gabel Associates' capabilities and qualifications. For a full description of our services, please see our website at www.gabelassociates.com.

The Solar Project

The project will result in the installation photovoltaic solar canopy arrays at the Department of Public Works (DPW). The solar installation will interconnect with the DPW building's electrical equipment, and provide a portion of the energy needed by the building. All energy generated by the solar system will offset the purchase of electricity from the utility and third party supplier. As a result, the building will get part of its electricity from the solar system, with the balance provided by the utility as usual. There are now over 90,000 solar installations in New Jersey, most working in exactly this fashion. The project is considered large enough to attract a competitive response to the anticipated RFP.

The City will not need to invest any of its own capital in this project, since under the model proposed below, the system will be owned by a third party investor (i.e., project developer). The City will agree to buy all the solar electricity generated by the system, and pay the third party investor a solar rate that is less than current utility rates on a long term basis. This arrangement is known as a "Power Purchase Agreement" (PPA), and has become the standard method for developing solar projects for a wide variety of customers, but especially public entities such as municipalities.

The purpose of the RFP process described below is to select, through a competitive process, a project developer that will finance, own, design, install, commission, operate, and maintain the solar facility at the site. A primary benefit of this PPA approach is that the City takes little risk, system generation and economic benefits are guaranteed, and all operations and maintenance for the system is provided by the project developer. In short, this approach means no out-of-pocket expense for the City for construction of the system, minimal project risk, and little long term operational concern. At the end of the PPA term (typically 15 years), the City can take ownership (among other options) for a facility that will continue to generate clean electricity at minimal cost for the remaining useful life of the system.

The proposed process is expected to build heavily on the previous project incarnation, which achieved an advanced level of design.

Proposal

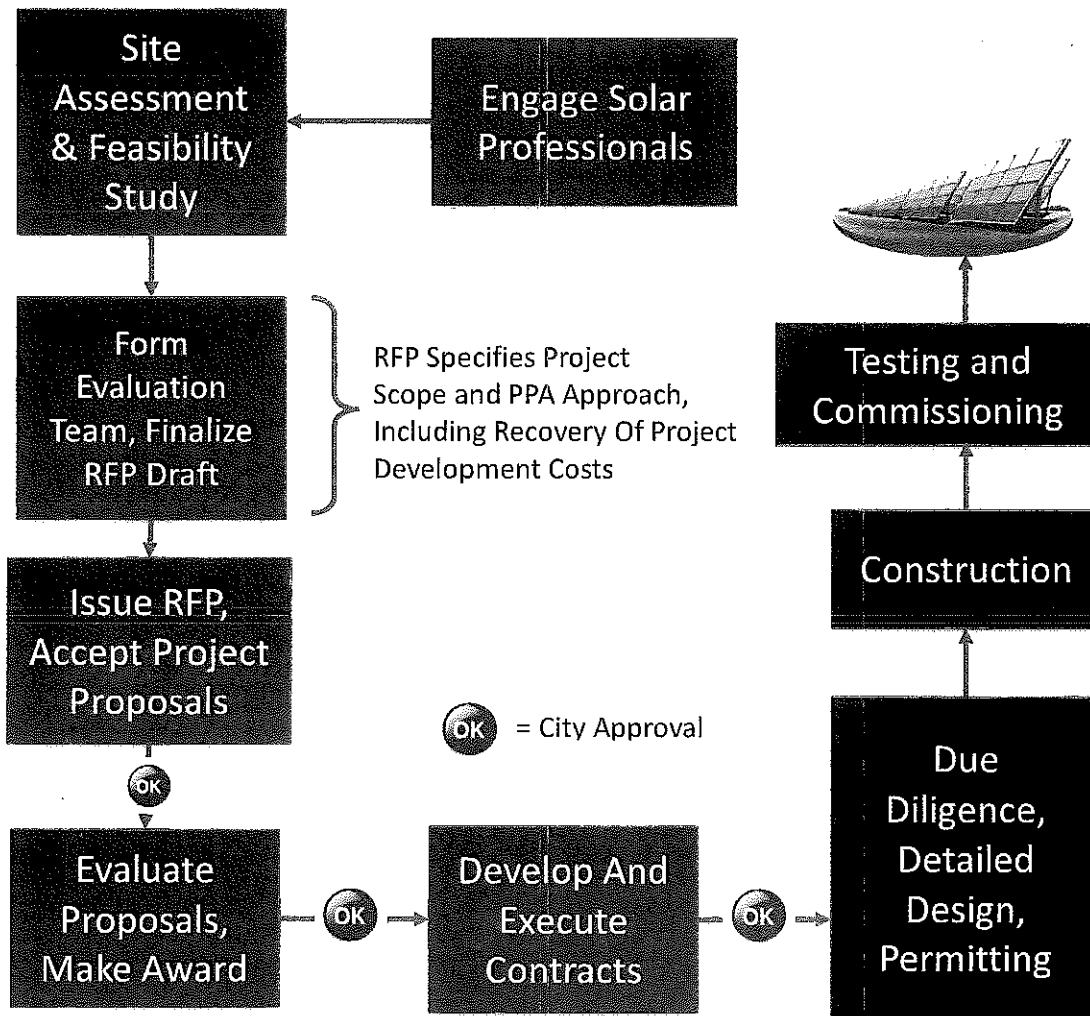
This proposal provides the following information for your consideration:

- 1) Scope of Services
- 2) Fee Proposal
- 3) General Terms and Conditions

1) Scope of Services

Gabel proposes to assist the City with a competitive contracting process as provided for in New Jersey law and DCA guidelines, which we believe will yield the greatest benefit to the City. This approach is a competitive process that allows solar vendors to use their expertise and creativity to design a project and propose a PPA, thereby providing a range of competitive options for Jersey City to consider. If desired, Gabel can also serve as Customer Representative during the construction process.

These services would be delivered through the following overall process, including several decision points for the city on project execution, as desired:



Specifically, Gabel proposes to provide the following scope of services to the City:

Task 1 - RFP Process

The request for proposal (RFP) process will conform to the requirements of the State of New Jersey public procurement laws and DCA guidelines (including full notice and transparent evaluation of proposals). Gabel will make extensive re-use of the previous solar project, as well as contracting documents already drafted by the city for the current effort. Gabel will work with other professionals throughout the process as required by Jersey City. This will include the following:

- Refresh of technical project details, including collecting updated energy usage baseline information, and other technical information captured from the prior project to reflect “best current thinking” on project details.
-

- As requested by Jersey City professionals, Gabel will collect information and conduct an initial feasibility assessment of a) the opportunity for including battery-based electricity storage (with a focus on solar islanding and resiliency), and b) electric vehicle charging infrastructure readiness in the solar RFP proposals. Pending further assessment and discussion with staff, it is likely that these solutions would be structured as optional elements of the proposal.
- Review the RFP already drafted by the City and provide comments and proposed revisions. As part of our review, we will ensure there are sections that will serve as a “performance spec” and identify the technical, financial, performance, and contractual issues that developers must address to in their proposals. The current proposed PPA form desired by the city may also be reviewed as needed;
- Distribute the RFP to a wide range of active market participants and promote the participation of qualified bidders;
- Hold a pre-bid meeting for interested solar developers where we can answer questions and coordinate site visits for interested vendors;
- Support the City in formation of an Evaluation Committee, which will include Gabel, other professionals as appropriate, relevant staff, and other members as determined by the City;
- Support the Evaluation Team to assess the proposals from a technical, economic, and financial perspective. This evaluation will include both price and non-price factors to assure that Jersey City executes a PPA with a developer that is financially and technically capable, as well as provides economic value. Gabel will prepare an evaluation matrix, including weighting factors, to serve as a basis for making an award recommendation. Based upon this comprehensive evaluation, and as required by DCA guidelines, Gabel would prepare a draft recommendation report, discuss the report with the City staff, finalize the report, and help the City award a contract to the selected vendor;
- Following selection of a winning respondent and notice of award, help review the contracting documents (especially the PPA) and provide comments to assure that the interests of the City are advanced and protected;
- Help finalize the contract award with the chosen vendor;
- Throughout the process, we will meet with staff and the City as needed, provide ongoing project updates, and make presentations at formal Council meetings when appropriate, and;
- Assist the City, if desired, with documentation of the Solar Action in the Sustainable Jersey program.

This Task will be considered complete when a PPA (or similar) contract is executed, or until the City decides to discontinue the project, as appropriate.

Task 2 – Customer Representative Services

Once the evaluation is complete and the PPA is executed, Gabel can serve as the customer representative during project implementation. Due to Gabel's familiarity with project construction activities, the firm is able to serve as a knowledgeable liason and advocate during the construction phase of energy projects. Gabel would serve as a liaison with the developer and construction team - acting as the "eyes and ears" of Jersey City to support effective project implementation based on our experience and knowledge of industry best practice.

Project facilitation services include:

- Organize kick-off and pre-construction meetings;
- Facilitate discussions on drawings prior to submission for permits;
- Coordinate ongoing status review meetings, typically weekly during construction (or more frequently if needed), with relevant contractors and project participants;
- Conduct site visits throughout construction (typically on a weekly basis);
- Provide written progress reports (as frequently as project activity dictates, but typically weekly during the physical construction phase);
- Facilitate the resolution of any issues that arise;
- Monitor the developer and its effort to achieve final testing, acceptance approval, and commercial operation of the project, and;
- Monitor close-out activities.

Please note that Gabel Associates is not responsible for project design or project management, since those services are provided by the contracted project developer. Gabel Associates monitors and reports on the installation activities on behalf of the client, but it does not manage the construction project directly. The on-site contractors hired to construct the project are solely responsible for the project's time, cost and quality. Similarly, the engineers and/or other licensed professionals who are hired to prepare project drawings are solely responsible for the project design.

This Task will be considered complete when the system is energized for commercial operation and any related commissioning activities (including a punch list, as considered feasible) have been completed.

2) Proposed Fees

Gabel proposes to charge the following fees to support the implementation of a solar project at the City as described above:

Task #	Activity	Proposed Fees
1.	RFP Process	\$27,000
2.	Project Facilitation Services	\$35,000 (\$7,000/month, for five months)

All Gabel's fees will be identified in the RFP as project development costs (for both Task 1 and Task 2), and as such, will be paid by the awarded bidder and incorporated into the PPA and typically will not be incurred on an "out-of-pocket" basis by the City. Payment will be made by the awarded bidder to the City, who will then make payment to Gabel. Task 1 payment is due when the PPA (or similar documents) are executed, and Task 2 payment will be billed monthly, starting in the month when the pre-construction meeting is held, and with the last (fifth) payment immediately after the solar system receives permission to operate.

As described above, the City has the ability to contract with Gabel through the ACESplus platform for this project. These services can be procured by simply a) accepting this proposal, representing that the scope of services for the project is acceptable, and b) passing a standard resolution to join the ACES Cooperative Pricing System and participate in ACESplus.

Contingent Payment of Task 1 Fees:

By agreeing to proceed with this project scope, Gabel is acting on its belief that a PPA proposal for the agreed-upon project configuration can be obtained from one or more vendors that will result in a price for electricity (inclusive of consulting fees costs) lower than the anticipated cost of delivered power under the utility tariff. This savings will be based on an estimated Net Present Value (NPV) being positive, using the best solar PPA rate quoted, compared with the City's "Solar Price To Compare". Gabel will provide Task 1 services at its own expense and without billing the City until a PPA is executed. As noted above, if the project is awarded, these project development expenses are incorporated as part of the overall project, with no direct cost to the City.

Scenarios under which work is started, but the project is not awarded, will be managed under the following arrangement:

- If NO PPA proposal is received from a qualified vendor that results in savings for the City, no payment is due to Gabel. The firm takes that project development risk, and the City is under no payment obligation if a successful PPA cannot be secured.
- The City may decide to terminate the process early for any reason, prior to the point an award is made, in which case partial payment of fees are due under the following

schedule:

- If the City decides to terminate the process after the RFP has been issued, but before receipt of proposals in response to the RFP, or immediately upon receipt of bids but before evaluation has started, payment to Gabel will be a flat fee of \$8,000.
- If the City decides to terminate the process after bids have been received and the evaluation has started, but prior to issuance of the draft version of the evaluation report, payment to Gabel will be a flat fee of \$16,000.

Once bids are received, a summary of proposed PPA rates will be communicated to the full evaluation team (and other decision makers if needed), so that an initial determination may be made regarding potential savings. Gabel recognizes that if savings are NPV-positive but not of sufficient magnitude, the City may elect to terminate the procurement under the schedule noted above. Fees in that case are limited to a maximum of \$16,000.

3) General Terms and Conditions

Liability

Gabel Associates is acting in a consulting capacity and any opinions, advice or analysis presented, or activities undertaken, by Gabel Associates are based on its professional judgment and do not constitute a guarantee. IN NO EVENT SHALL GABEL ASSOCIATES' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS PROPOSAL, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO GABEL ASSOCIATES PURSUANT TO THIS PROPOSAL. NEITHER PARTY (OR ITS AFFILIATES, DIRECTORS, OFFICERS, AGENTS OR EMPLOYEES), UNDER ANY CIRCUMSTANCES, WILL BE LIABLE TO THE OTHER PARTY (OR ITS AFFILIATES, OWNERS, DIRECTORS, MANAGERS, OFFICERS, AGENTS OR EMPLOYEES) FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES, OR LOST OR IMPUTED PROFITS AND/OR SALES, OR FOR DAMAGES BASED UPON ANY TYPE OF MULTIPLE ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION OR EXPIRATION, WHETHER LIABILITY IS ASSERTED IN CONTRACT OR TORT AND IRRESPECTIVE OF WHETHER ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. EACH PARTY HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF ANY ADEQUATE REMEDY.

Confidentiality

In the course of its performance under this Agreement, each party may acquire certain confidential information from the other in regard to the nature of the services performed. All such confidential information shall not be disclosed or revealed by Gabel Associates, or the City as applicable, to any other person or entity, nor shall any such information be utilized in any way in the performance of any work for any other person or entity, without prior written approval from the other Party or by order of a government agency with jurisdiction.

We appreciate the opportunity to provide this proposal to the City. Please feel free to call me at (732) 296-0770 with any questions regarding this proposal.

Sincerely,

Mark

Mark Warner
Vice-President

If this proposal is acceptable, and the City decides to utilize ACESplus, the Council would need to pass a resolution to participate in the ACESplus program with New Jersey School Boards Association as the lead agency.

Countersign by official with authority to bind the City of Jersey City:

Signature

Date

Name

Title

Attachment A: Gabel Associates Overview

Gabel Associates, Inc. is an energy, environmental and public utility consulting firm with its principal office located in Highland Park, New Jersey. For over 24 years, Gabel Associates has provided quality energy consulting services and strategic insight to its clients. Our client list includes public and federal agencies, individual commercial and industrial end users, aggregated groups of customers and public utility commissions, power plant owners and operators, wholesale suppliers, and utilities.

Steven Gabel, the President of Gabel Associates, started the firm in 1993 with the goal of providing a wide range of economic, technical, regulatory and marketplace advice and analysis in the energy and environmental industries. He previously served as Electric Division Director at the New Jersey Board of Public Utilities (NJBPU) and as the Director of the Division of Solid Waste Management at the New Jersey Department of Environmental Protection and NJBPU. In March 2015, Mr. Gabel was named as one of the top influencers of energy policy in New Jersey by NJ Spotlight.

Unlike many other firms, Gabel Associates possesses specialized and complementary capabilities in a range of disciplines – technical, regulatory, economic, financial, and marketplace – all of which are crucial to project success and maximizing benefits. We use these skills to build a customized approach that aligns with the energy goals of each client.

Gabel Associates combines technical skills with in-depth, specialized financial and regulatory knowledge to create and implement financially and economically sound energy plans.

A multitude of clients, including hundreds of regional, county, and local governments, rely on our firm to take on a project facilitator role to ensure that projects and studies happen successfully and efficiently. Throughout the process, the firm serves as a trusted advisor to ensure the best interests of our clients are fully analyzed and protected.

Gabel Associates has specialized capabilities to effectively address the unique requirements of this project. Specifically, the firm possesses extensive expertise in the following areas:

- comprehensive feasibility assessment and implementation of renewable and energy efficiency projects;
- development of sound procurement documents and a rigorous review of proposals;
- detailed economic and financial analysis and forecasting of energy and environmental markets to support the identification of cost-effective projects;
- development of ownership and project structures and associated contract negotiation;
- project facilitation services during project implementation;
- tariff analysis and utility bill review;
- energy, renewable energy certificate (REC) and carbon market activity and analysis;
- regulatory and policy matters;
- administration and management of energy procurement programs;
- identification of financial incentives and support at the state, federal, and utility level;

- interconnection, operations and market rules of regional transmission organizations; and,
- PJM demand response and energy issues.

Renewable Energy Project Development

The firm has on-the-ground experience with all aspects of project development for a wide-range of projects including renewable (solar, wind, landfill gas-to-energy, waste-to-energy, biomass and geothermal), energy efficiency, cogeneration, and traditional energy sources such as natural gas and coal. Our services include feasibility studies, comprehensive economic and financial analysis, contract drafting and negotiation, and construction administration. Our “real world” expertise and long-standing experience with the development of various types of projects and technologies strengthens our ability to provide strategic advice and forecasts. These insights prove to be a valuable asset when clients are looking to structure energy projects that are creative and primed for success.

Gabel Associates has been involved in the development activities of over 200 renewable projects including assisting in the development of several significant solar projects in New Jersey such as the Princeton Township Landfill Project, New Jersey Meadowlands Commission Landfill Project, Rutgers University, Warren County Technical School, Delaware Valley Regional High School, 125 county facilities, as well as a host of landfill gas, resource recovery, wind and biomass projects. The firm supported the development of landfill gas-to-energy projects throughout New Jersey including Burlington, Salem, Cape May, Atlantic, Ocean, and Middlesex Counties and also provides expert consulting services for many waste-to-energy projects. We have also supported various wind projects including a proposed 24 MW offshore wind project to be located off the coast of Atlantic City.

In addition, the firm has completed over 50 renewable and cogeneration feasibility studies for the Department of Veterans Affairs and also supported large scale renewable project development for the Department of Defense.

Gabel Associates has been deeply involved in all stages of renewable project development. We provide support to clients for project development activities, including feasibility assessments; comprehensive evaluation of financial, economic, marketplace, environmental and regulatory issues; evaluation of viable financing approaches; administration of the procurement process including request for proposal (RFP) drafting and proposal review; contract negotiations; project facilitation during implementation; and renewable attribute sales.

The firm conducts feasibility evaluations of potential sites, including a size and cost estimate for the renewable energy system, identification of general site issues, costs, benefits, and the internal rate of return associates with the project. We evaluate the appropriate financing and contractual structure for each project, including self-ownership, Purchase Power Agreement (PPA) model, lease structure, or a hybrid approach. The firm possesses unique market insight and is able to properly evaluate the cost, benefits, and risks of various project configurations. In addition, we provide project facilitation services, support for the sale of RECs and other environmental products, and assistance in securing utility, state and federal financial support.

In addition, we are highly experienced at ensuring that sufficient financial protections are incorporated into the selected project structure and energy agreements to shield our clients from unreasonable risk.

We evaluate the technical, economic, and financial viability of different renewable projects while also taking into consideration the goals and risk tolerance of each client. We conduct comprehensive economic, financial, and sensitivity analysis surrounding all renewable options to determine the internal rate of return and payback of each project. We also identify any potential technical issues or obstacles related to development.

Gabel Associates has an extensive history of successfully facilitating renewable projects when they move into the execution phase, including RFP drafting, vendor proposal evaluation, and contract negotiation. When drafting RFPs, we ensure that RFP language is well-defined; clearly incorporates the expectations of the client; and reflects the requirements of the commercial marketplace. This approach helps to maximize participation and encourages developers to present proposals that are competitive and tailored to project goals. Additionally, when reviewing RFP responses, Gabel Associates utilizes its past experience to prepare ranking criteria that promotes successful projects. This includes a rigorous review of proposals from an economic and technical perspective.

Gabel Associates has assisted over 100 customers enter into PPAs and/or leases for renewable energy projects for various technologies including solar, wind, landfill gas-to-energy, waste-to-energy, and hydro. The firm has a clear understanding of the provisions that can adversely impact our clients, which gives us the ability to advocate for contract language that provides multi-layered protection. Due to our strong experience with PPA structures, we are highly qualified to assist clients with administration matters in connection with these agreements.

Tariff Analysis

Due to the firm's extensive background in the regulatory arena, Gabel Associates has long standing expertise in utility tariffs, giving us the ability to analyze utility tariffs for our clients. Since the firm has in-depth understanding of tariff fundamentals, we are able to provide our clients with forecasts of retail electricity and natural gas pricing and recognize tariff savings opportunities.

In addition, Gabel Associates' principals have testified extensively as experts in utility rate cases, tariff design and rate regulation issues. This gives the firm unique expertise in analyzing and developing utility tariffs, which is vital to understanding the true 'price-to-compare' for default service paid by retail customers and appropriately benchmarking this price-to-compare against prevailing market conditions to determine the viability of a solar project.

Policy Analysis and Development

Gabel Associates supports policy development, and related analysis, on both the national and state levels. The firm has been an important contributor in policy discussions related to renewable energy, industry restructuring, energy efficiency and environmental issues.

The firm has helped shape New Jersey's Renewable Portfolio Standard (RPS), one of the most progressive renewable policies in the country, since its inception in 1999. The firm has conducted in-depth analysis of RPS implications for solar, wind, biomass and other technologies. In addition to serving on the Governor's Renewable Energy Task Force, which is the basis for New Jersey's RPS, Steven Gabel continues to serve on the Renewable Energy Committee, as well as several related committees that help determine the policy direction of the renewable energy market.

Gabel Associates has been instrumental in developing legislation surrounding renewable project development and renewable market regulation. The firm was directly involved in the development and negotiations surrounding the Solar Energy Advancement and Fair Competition Act, signed into law in New Jersey in January 2010. This law placed the solar RPS obligations into law and substantially increased solar requirements. The firm provided analytical support for the bill including comprehensive analysis surrounding ratepayer and economic impacts.

The firm was also an active participant in solar legislation in New Jersey that was signed into law in July 2012 (S-1925). This law accelerated the RPS solar requirements in an effort to absorb the significant oversupply of SRECs and help stabilize the market while reducing ratepayer cost exposure. Gabel Associates provided on-going analytical support throughout legislation development and also performed detailed ratepayer impact analysis which modeled cost implications.

The firm was also influential in the development of New Jersey energy deregulation law (EDECA); its restructuring of energy taxes; and its development of energy aggregation policies. The firm has also been directly involved in the development of "utility default service" policy in Pennsylvania, New Jersey, and Illinois.

In addition, the firm played an active role in the development of the New Jersey Offshore Wind Economic Development Act that was signed into New Jersey law in August 2010 to promote the development of offshore wind projects.

Finally, Gabel Associates was a participant in the development of the PJM RTO in the 1990s and its participation in PJM policy and tariffs continues.

Project Facilitation / Client Representation Services

Due to Gabel Associates' familiarity with project installation activities, the firm is able to serve as a knowledgeable client representative and advocate during the construction phase of energy projects. Gabel Associates serves as a liaison with the developer and construction team - acting as the "eyes and ears" of the client to support effective project implementation based on our experience with industry practice.

The firm provides on-site client support and advocacy from project start through the commencement of commercial operation.

Gabel Associates has provided project facilitation services for several clients including Princeton Township, the Vernon Board of Education; Cresskill Board of Education; Hopatcong Board of Education; Atlantic Cape Community College; Newark Housing Authority; Tenafly Board of Education; Warren County Technical School; Vernon Board of Education; Woodbury Board of Education, Atlantic City Convention Center; Wildwood Convention Center; Atlanta Corporation; and many others.

Our firm is dedicated to ensuring that the progress of project development is smooth and timely, assuring that client interests are well represented throughout the process, and working to minimize disruptions to other on-site activities. This liaison role gives our clients confidence, protection, and security during project construction.

Please note that Gabel Associates is not responsible for project design or project management. Gabel Associates monitors and reports on the installation activities on behalf of the client, but it does not manage the construction project. The on-site contractors hired to construct the project are solely responsible for the project's time, cost and quality. Similarly, the engineers and/or other licensed professionals who are hired to prepare project drawings are solely responsible for the project design.

PJM Expertise/Wholesale Market Insight

Gabel Associates has extensive expertise in the operations, procedures, and rules of utilities and regional transmission organization (RTOs) which operate transmission systems and wholesale energy markets in different regions of the United States and serve as the foundation of competitive wholesale electricity markets. Since we understand the fundamentals and intricacies of these systems and power markets, we are able to advise clients on the most effective way to address both wholesale and retail power market issues.

Using this knowledge, Gabel Associates is able to translate the technical complexities of generation and transmission operations into the business plans of our clients. This enables clients to develop strategic plans that effectively address the operational and technical characteristics and constraints of the applicable RTO. The firm is knowledgeable on various transmission operators and RTOs such as PJM, Midcontinent Independent System Operator (MISO), New England (ISO-NE), Electric Reliability Council of Texas (ERCOT), California ISO (CAISO), Southwest Power Pool (SPP), Western Electricity Coordinating Council (WECC), and New York (NYISO).

Gabel Associates also maintains specialized knowledge on PJM Interconnection (PJM), the transmission operator that ensures the reliability of the largest centrally dispatched grid in North America (including New Jersey). Gabel Associates was a participant in the development of the PJM in the 1990s and its participation in RTO policy and tariffs continues. The firm is active in a number of PJM committees and working groups including those addressing energy markets, capacity markets, renewable markets and transmission interconnection issues. The firm is actively engaged in discussions where emerging issues, business, and market rules are debated and decided. As a result, Gabel Associates maintains up-to-date detailed expertise

on PJM operations and wholesale energy markets, which provide the basis for electricity costs and reliability.

Gabel Associates has extensive knowledge on RTOs and has in-depth understanding of the rules and practices surrounding wholesale power markets. The firm is well positioned to provide expert and timely advice with respect to developments and trends in regional energy market conditions.

For a full description of our wide range of services, please see our website at www.gabelassociates.com.

EXHIBIT A

COOPERATIVE PRICING SYSTEM AGREEMENT

The ACES Cooperative Pricing System

This Agreement, made and entered into this ____ day of ____, 20____, by and between the New Jersey School Boards Association on behalf of the Alliance for Competitive Energy Services (ACES) and *City of Jersey City* and other local government units located in the State of New Jersey who may in the future choose to participate in the ACES Cooperative Pricing System.

WITNESSETH

WHEREAS, The Electric Discount and Energy Competition Act, P.L. 1999, c. 23 authorizes the New Jersey School Boards Association ("NJSBA") to obtain electricity, natural gas and other energy-related services for individual local boards of education on an aggregated basis; and

WHEREAS, the NJSBA has formed the Alliance for Competitive Energy Services, (hereinafter referred to as "ACES,") an alliance composed of the NJSBA, the New Jersey Association of School Administrators, and the New Jersey Association of School Business Officials, initially for the express purpose of carrying out the NJSBA's statutory authorization to facilitate the economic, group purchase of electricity, natural gas and energy related services; and

WHEREAS, N.J.S.A. 40A:11-10(5)b specifically authorizes local government units (hereinafter referred to as "local units") to enter into a Cooperative Pricing Agreement with boards of education for the purchase of work, materials, and supplies; and

WHEREAS, ACES is conducting a voluntary Cooperative Pricing System within the State of New Jersey, utilizing the administrative purchasing services and facilities of ACES; and

WHEREAS, ACES offers local government units the opportunity to participate in its Cooperative Pricing System; and

WHEREAS, this Cooperative Pricing Agreement (hereinafter referred to as the "Agreement") is to effect substantial economies in the purchase of electricity and the provision of related services for local units across this State; and

WHEREAS, all parties to this Agreement have approved this Agreement by

resolution, in accordance with N.J.S.A. 40A:11-10(5)c *est seq.* and regulations promulgated thereunder; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the premises and of the covenants, terms, and conditions hereinafter set forth, it is mutually agreed as follows:

1. The work, materials, or supplies to be priced cooperatively include the purchase of electrical generation or natural gas for consumption by the local unit; any ancillary or administrative services related to the purchase of electrical generation or natural gas; and related energy services; and such other items or services as two or more participating local units in the system agree can be purchased on a cooperative basis.
2. The services and classes of services which may be designated by the participating local units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The NJSBA through ACES, on behalf of all participating contracting units, shall, upon approval of the System's registration and upon the anniversary of the System's registration publish a legal ad in such format as required by N.J.A.C. 5:34-7.12 in a newspaper normally used for such purposes by it, to include such information as:
 - a. ACES's full name and the fact that it may be soliciting competitive bids or informal quotations; and
 - b. ACES' address and telephone number; and
 - c. The names of the participating contracting units; and
 - d. The State Identification Code for the Cooperative Pricing System, and
 - e. The expiration date of the Agreement.
4. Each of the participating local units shall designate, in writing, to ACES, the services to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
5. The specifications shall be prepared and approved by ACES and no changes shall thereafter be made except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.

6. A single advertisement for bids or the solicitation of informal quotations for the work, materials or supplies to be purchased shall be prepared by ACES on behalf of all of the participating local units desiring to purchase electricity and some or all of the other services specified in this Agreement.
7. ACES shall receive bids or quotations on behalf of all participating local units. Following the receipt of bids, ACES shall review said bids and on behalf of all participating local units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate service, except in the instance where competitive contracting procedures are utilized in which case the selection of a successful respondent will be based upon price and other factors. This award shall result in the opportunity for individual local units to enter into individual contracts with the successful bidder(s)/respondent(s) providing for the estimated aggregate quantities to be purchased during the term of the individual contracts.
8. Upon determining to accept the bid or proposal provided through this Agreement, each participating local unit shall:
 - a. Certify the funds available only for its own needs ordered;
 - b. Enter into a formal written contract directly with the successful bidder(s);
 - c. Issue purchase orders in its own name directly to successful bidder(s) against said contract;
 - d. Accept its own deliveries;
 - e. Be invoiced and receive statements from the successful bidder(s);
 - f. Make payment directly to the successful bidder(s) and
 - g. Be individually responsible for any tax liability associated with the individual contract.
9. No participating local unit in the Cooperative Pricing System shall be responsible for payment for any services ordered or for performance generally by any other participating local unit. Each participating local unit shall, accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.

The provisions of paragraphs 7, 8 and 9 above shall be quoted or referenced and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.

10. No participating local unit in the Cooperative Pricing System shall issue a purchase order or issue a contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids / proposals which it has itself received.
11. ACES reserves the right to exclude any item or service from within said System if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or practicable.
12. ACES shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
13. This Agreement shall become effective upon signing, subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation by at least thirty (30) days prior to the expiration of the first year or any of the succeeding four years.
14. Additional local units may from time to time, execute this Agreement by means of a Rider attached hereto, which addition shall not invalidate this Agreement with respect to the other signatories. ACES is authorized to execute the Rider(s) on behalf of the members of the Cooperative Pricing System.
15. All records and documents maintained or utilized pursuant to the terms of this Agreement shall be identified by the code number assigned to the System by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
16. This Agreement shall be binding upon and enure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

**FOR THE ALLIANCE FOR COMPETITIVE ENERGY SERVICES
NEW JERSEY SCHOOL BOARDS ASSOCIATION:**

ATTEST

BY: _____
Name and Title
New Jersey School Boards Association

BY: _____
Name and Title

FOR THE PARTICIPATING LOCAL UNIT:

ATTEST

BY: _____
Name and Title

BY: _____
Name and Title

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-745

Agenda No. 10.7.25

Approved: _____

TITLE: _____

WITHDRAWN



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VERIZON FOR TELEPHONE/VOICE LINE SERVICES FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need for telephone/voice line services for the Department of Administration, Division of Information Technology; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Verizon, P.O. Box 4833, Trenton, New Jersey 08650 is in possession of State Contract A85943, and submitted a proposal for telephone/voice line services, in the amount of two hundred thousand dollars (\$78,000.00); and

WHEREAS, funds are available for this contract in the Operating Account;

<u>Account</u>	<u>P.O. #</u>	<u>State Contract</u>	<u>Total Contract</u>
01-201-31-435-619	126215	A85943	\$78,000.00

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$78,000.00 is awarded to Verizon for telephone/voice line services.
2. The term of the contract shall be effective July 1, 2017 through December 31, 2017.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued to page 2)

City Clerk File No. Res. 17-745Agenda No. 10.Z.25

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VERIZON FOR
TELEPHONE/VOICE LINE SERVICES FOR THE DEPARTMENT OF
ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

I, _____, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Operating Account;

<u>Account</u>	<u>P.O. #</u>	<u>State Contract</u>	<u>Total Contract</u>
01-201-31-435-619	126215	A85943	\$78,000.00

Approved by _____
Peter Folgado, Director of Purchasing
RPPO, QPA

August 31, 2017
Date

PF/pv
8/31/17

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											9.13.17
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMAN			
BOGGIANO				ROBINSON				AVARRO, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Munic

WITHDRAWN

RA
8-5-17

RESOLUTION FACT SHEET- CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VERIZON FOR
TELEPHONE/VOICE LINE SERVICES FOR THE DEPARTMENT OF ADMINISTRATION,
DIVISION OF INFORMATION TECHNOLOGY**

Initiator

Department/Division	Administration	Information Technology
Name/Title	Bernadette Kucharczuk	Director
Phone/email	201-547-4313	Bkucharczuk@city.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Contract with Verizon for the provision of telecommunications lines. Among these are PRIs (**Primary Rate Interface** (PRI), a telecommunications interface standard used on an Integrated Services Digital Network (ISDN) for carrying multiple DSO voice and data transmissions between the network and a user), as well as data lines for fax and voice mail processing.

I certify that all the facts presented herein are accurate.


Signature of Department Director

8/31/17


Signature of Purchasing Director


Date



State of New Jersey
Department of the Treasury

Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno

Search

NJ Home | Services A to Z | Departments/Agencies | FAQs

**Notice of Award
Term Contract(s)**

T-1776

DATA COMMUNICATIONS NETWORK SERVICES

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to GREGORY BUDDIE

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- State Contract Manager Adobe PDF (8 kb)
- Method of Operation Adobe PDF (35 kb)
- Method of Operation Adobe PDF (51 kb)
- Price List Link
- Subcontractor List Adobe PDF (27 kb)
- Amendment #1 - Change of Cooperative Purchasing Status A PDF (17 kb)
- Amendment #2 - Vendor Information Change Adobe PDF (17 kb)
- Amendment #3 - Additional Distributors Adobe PDF (17 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number

NOAs By Title

Search NOAs

Index #:	T-1776
Contract #:	VARIOUS
Contract Period:	FROM: 02/11/14 TO: 02/10/19
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	23147
Bid Open Date:	09/20/13
CID #:	1039294
Commodity Code:	915-77
Set-Aside:	SMALL BUSINESS SUBCONTRACTING

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	LIGHTTOWER FIBER NETWORKS I LLC 80 CENTRAL STREET BOXBOROUGH, MA 17019
Contact Person:	KIM DEBILIO
Contact Phone:	976-264-6003
Order Fax:	617-848-3226
Contract#:	85945
Expiration Date:	02/10/19
Terms:	2% 10 NET 60
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	VERIZON BUSINESS NETWORK SERVICES INC 1 VERIZON WAY BASKING RIDGE, NJ 07920
Contact Person:	JAMES LIVECCHI
Contact Phone:	609-915-4017
Order Fax:	000-000-0000
Contract#:	85943
Expiration Date:	02/10/19
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	NO
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

AUTHORIZED DEALER/DISTRIBUTORS FOR THE FOLLOWING CONTRACT VENDORS	
Contract#: 85943	Title: DATA COMMUNICATIONS NETWORK SERVICES
Dealer/Distributor Name & Address:	CARASOFT TECHNOLOGY CORP 12369 SUNRISE VALLEY DR SUITE D2 RESTON VA 20191
Contact Person:	CRAIG P ABOD
Contact Phone:	703-871-8501
Dealer/Distributor Name & Address:	MCI COMMUNICATIONS SRVCS INC ONE VERIZON WAY BASKING RIDGE NJ 07920
Contact Person:	MARSHA K HARRELL
Contact Phone:	609-915-4017
Dealer/Distributor Name & Address:	TERRAMARK FEDERAL GROUP LLC 2 SOUTH BISCAYNE BLVD SUITE 2800 MIAMI FL 33131
Contact Person:	JAMES LIVECCHI
Contact Phone:	609-215-4017
Dealer/Distributor Name & Address:	VERIZON NEW JERSEY 201 CENTENNIAL AVE PISCATAWAY NJ 08854
Contact Person:	RICHARD BAGLEY
Contact Phone:	732-885-2097
Dealer/Distributor Name & Address:	VERIZON SELECT SERVICES INC 201 CENTENNIAL AVE PISCATAWAY NJ 08854
Contact Person:	JAMES LIVECCHI

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: SECURITY MANAGEMENT & PROFESSIONAL SERVICES. SEE SCHEDULE M FOR PRICING.	1.000	EACH	NET	N/A
Vendor: CAROUSEL INDUSTRIES OF NORTH AMERICA INC Contract Number: 85946					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: SECURITY MANAGEMENT & PROFESSIONAL SERVICES. SEE SCHEDULE M FOR PRICING.	1.000	EACH	NET	N/A
Vendor: LIGHTTOWER FIBER NETWORKS I LLC Contract Number: 85945					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: ETHERNET SERVICES SEE SCHEDULE F FOR PRICING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: SONET SERVICES SEE SCHEDULE J FOR PRICING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: WAVELENGTH SERVICES. SEE SCHEDULE K FOR PRICING.	1.000	EACH	NET	N/A
Vendor: VERIZON BUSINESS NETWORK SERVICES INC Contract Number: 85943					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: PRIVATE LINE SERVICES: DS1 & DS3	1.000	EACH	NET	N/A

	SEE SCHEDULE B FOR SERVICE PRICING				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: ETHERNET SERVICES SEE SCHEDULE F FOR PRICING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: MPLS & VOIP SERVICES SEE SCHEDULE G FOR PRICING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: SONET SERVICES SEE SCHEDULE J FOR PRICING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: WAVELENGTH SERVICES. SEE SCHEDULE K FOR PRICING.	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: INTERNET SERVICES. SEE SCHEDULE L FOR PRICING.	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: SECURITY MANAGEMENT & PROFESSIONAL SERVICES. SEE SCHEDULE M FOR PRICING.	1.000	EACH	NET	N/A



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: VERIZON TELEPRODUCTS CORP.

Trade Name:

Address: 400 BRANDYWINE PARKWAY
WEST CHESTER, PA 19380

Certificate Number: 0090149

Effective Date: July 18, 1988

Date of Issuance: September 01, 2017

For Office Use Only:

20170901115745615

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Cellco Partnership d/b/a Verizon Wireless

Address: One Verizon Way Basking Ridge, NJ 07920

Telephone No.: 917-693-7633 (Sales)

Contact Name: Bobby Samakal (Sales)

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Police Department of New Jersey, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Rehana Iqbal - Manager AA/EEO

Representative's Signature: Rehana Iqbal

Name of Company: Cellco Partnership d/b/a Verizon Wireless

Tel. No.: 908-559-1807

Date: March 15, 2017

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Rehana Iqbal, Manager Affirmative Action/EEO

Representative's Signature: Rehana Iqbal

Name of Company: Cellco Partnership d/b/a Verizon Wireless

Tel. No.: 908-559-1807

Date: March 15, 2017

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res.17-746

Agenda No. 10.Z.26

Approved: SEP 13 2017

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO UNITED SALES USA CORPORATION FOR THE SUPPLY AND DELIVERY OF CUSTODIAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on July 25, 2017 for the Supply and Delivery of Custodial Supplies for the Department of Public Works/Division of Buildings and Street Maintenance; and

WHEREAS, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for four (4) items as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

WHEREAS, United Sales USA Corporation submitted the low bid in the amount of \$56,990.00; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by United Sales USA Corporation to be fair and reasonable; and

WHEREAS, the sum of Ten Thousand \$10,000.00 is available in Operating Account No. 01-201-26-291-206;

WHEREAS, the balance of the contract funds will be made available as orders are placed.

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with United Sales USA Corporation for the Department of Public Works/Division of Buildings and Street Maintenance;
2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to two (2) additional one year terms pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for four (4) items are as contained in Bid Specifications and the unit cost prices are set forth in the bidder's proposal;
4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(continued on Page 2)

City Clerk File No. Res. 17-746Agenda No. 10.Z.26 SEP 13 2017

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO UNITED SALES USA CORPORATION FOR THE SUPPLY AND DELIVERY OF CUSTODIAL SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE

6. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in the Account shown below:

Department of Public Works/Division of Buildings & Street Maintenance			
Acct #	P.O #	Temp. Encumb.	Amount
01-201-26-291-206	126121		\$10,000.00
TOTAL CONTRACT			\$56,990.00

Approved by Peter Folgado, RPPS
for Peter Folgado, Director of Purchasing

PF/pc
8/22/17

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Morahan
Corporation CounselCertification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN - END CONTRACT TO UNITED SALES USA CORPORATION FOR THE SUPPLY AND DELIVER OF CUSTODIAL SUPPLIES FOR THE DIVISION OF BUILDINGS AND STREET MAINTENANCE , DEPARTMENT OF PUBLIC WORKS.

Project Manager

Department/Division	DPW	Buildings Maintenance
Name/Title	Douglas Carlucci	Director
Phone/email	201-547-4432	dcarlucci@icnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

- ↓ There is a need to supply and deliver custodial supplies.
- ↓ Includes toilet paper, paper towels, C - Fold towels, and facial tissues.
- ↓ DPW spent about \$55,000.00 in 2016.

Cost (Identify all sources and amounts)

01-201-26-291-206 (Buildings Operating)
Total Contract =\$56,990.00
Temporary Encumbrancy =\$10,000.00

Contract term (include all proposed renewals)

Contract is valid from 09/14/17 to 09/13/18.
The City reserves the right to renew for two
(2) additional one (1) year terms.

Type of award **Public Bid**

If "Other Exception", enter type
Additional Information

Bid received on July 25, 2017.

7 Bidders

- | | |
|-----------------------------------|-------------|
| 1. United Sales USA Corp. | \$56,990.00 |
| 2. American Pride Paper & Plastic | \$61,949.00 |
| 3. Allen Paper & Supply Co | \$63,130.00 |
| 4. Duncan Hardware Inc | \$64,923.00 |
| 5. APPCO Paper & Plastic Corp | \$66,614.00 |
| 6. Central Poly | \$68,090.00 |
| 7. Imperial Bag & Paper LLC | \$68,782.00 |

I certify that all the facts presented herein are accurate.

Signature of Department Director

Signature of Purchasing Director

Date

Date



STEVEN M. FULOP
Mayor of Jersey City

**CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS**

13-15 LINDEN AVENUE EAST, 3RD FLOOR | JERSEY CITY, NJ 07305
P: 201 547 4400 | F: 201 547 4803



PATRICK G. STAMATO
Director

Date: August 16, 2017
To: Peter Folgado, Purchasing Director
From: Patrick Stamato, DPW Director
Subject : Recommendation Letter (Custodial Supplies)

Please be advised, after a careful and thorough review of bids received on July 25^h, 2017 for custodial supplies, I recommend that the contract be awarded to the vendor listed below:

UNITED SALES USA CORP.
185 30TH STREET
BROOKLYN, NY 11232

<u>VENDOR NAME</u>	<u>REQUISTION #</u>	<u>ACCOUNT #</u>	<u>CONTRACT AMOUNT</u>	<u>TEMPORARY ENCUMBRANCY</u>
United Sales USA Corp.	0179718	01-201-26-291-206	\$56,990.00	\$10,000.00

Please proceed and utilize the following requisition listed above. Kindly draft the awarding resolution for the September 13th, 2017 Council meeting.

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.

Thanks and have a great day!!!!!!!

Patrick Stamato, Director

PS/sb

C: Raquel Tosado, Contracts Manager
Hector Ortiz, Asst. DPW Director
Douglas Carlucci, Buildings Director
Richard Freda, Custodial Director
Steve Miller, Confidential Assistant
Eileen McCabe, Sr. Adm Analyst
Zakia Gregory, Asst. Spvr Accounts
Paola Campbell, Purchasing Division

BID PROPOSAL/DOCUMENTS**CUSTODIAL SUPPLIES SPECIFICATIONS
DPW/DIVISION OF BUILDINGS & STREET MAINTENANCE**

This contract will be awarded as an open-end contract for a term of one year.
The minimum and the maximum quantities for each item or as stated below.

*****Vendor must bid on the maximum number in column B *****

<u>A</u> <u>ITEM</u>	<u>B</u> <u>QUANTITY</u> <u>MINIMUM &</u> <u>MAXIMUM</u>	<u>C</u> <u>DESCRIPTION</u>	<u>D</u> <u>UNIT</u> <u>AMOUNT</u>	<u>EXTENDED</u> <u>AMOUNT</u> <u>(D X B)</u>
1	0 - 1,300 cases	Roll Toilet Paper (2 ply 500 sheets per roll), 96 rolls per case	\$ 25.25	\$ 32,825.00
2	0 - 1,300 cases	Universal Hard Roll paper towels - 8 inch roll, 8 inch X 425 Ft: (12 rolls per case)	\$ 13.20	\$ 17,160.00
3	0 - 300 cases	C-Fold Towels - Natural White 10 1/4 X 13 sheet size, 150 per pk; 16 pkg per case	\$ 12.10	\$ 3,630.00
4	0 - 300 cases.	Facial Tissue - Flat Box-150 Tissues, 30 per case	\$ 11.25	\$ 3,375.00

APM 248

Morcon R12:
8" 35" 12/cMorcon
C122

826-100

Note: This contract will be awarded as an open-end contract. The minimum and maximum quantities for each item are as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached.

GRAND TOTAL PRICE ITEMS 1 THROUGH 4

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 4. The supplier shall be paid based on quantities used, however, it shall not exceed the maximum quantity without prior issuance of a change order.

City six thousand nine hundred & ninety \$ 56,990.00
(In Writing) (In Figures)

The contract will be awarded based on the grand total amount for Items 1 through 4. If the grand total price is found to have been incorrectly computed, changes will be made in any and all unit prices so as to attain conformity with the grand total price before award is made.

Pursuant to N.J.S.A. 40A:11-15, the City shall have options to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Chaya Goldstein

Representative's Signature: 

Name of Company: United Sales Usa Corp

Tel. No.: 718 709-5900 x213

Date: 7/17/17

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Chaya Goldstein
 Representative's Signature: [Signature]
 Name of Company: United Sales, USA Corp
 Tel. No.: 718 507-5700 Date: 7/17/17

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : United Sales Usa Corp
 Address : 185 30th St Brooklyn NY 11232
 Telephone No. : 718 709-5900
 Contact Name : Chaya Goldstein

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 280
TRENTON, NJ 08646-0282

TAXPAYER NAME:

UNITED SALES USA CORP

ADDRESS:

250 44TH ST
BROOKLYN NY 11232

EFFECTIVE DATE:

08/05/09

TRADE NAME:

SEQUENCE NUMBER:

1504380

ISSUANCE DATE:

08/05/09

James J. [Signature]
Director
New Jersey Division of Revenue

FORM-BRC

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1504380 FOR UNITED SALES USA CORP IS VALID.

VERIFIED
PC

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT 50005

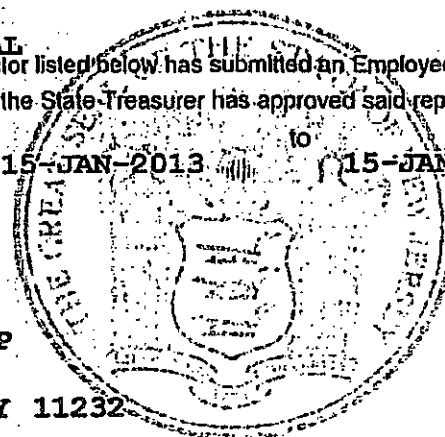
INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JAN-2013 to 15-JAN-2020

UNITED SALES USA CORP
250 44TH STREET
BROOKLYN

NY 11232



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

Andrew P. Sidamon-Eristoff
State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-747
Agenda No. 10.Z.27
Approved: SEP 13 2017
TITLE:



RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO DUNCAN HARDWARE INC. FOR PLUMBING SUPPLIES FOR THE DEPARTMENT OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE

COUNCIL

offered and moved adoption of the following Resolution:

WHEREAS, the City of Jersey City advertised for the receipt of bids on July 18, 2017 for Plumbing Supplies for the Department of Public Works/Division of Buildings and Street Maintenance; and

WHEREAS, this contract was bid as a one-year (1) open-end contract, the minimum and maximum quantities for one hundred eleven (111) items as contained in the Bid Specifications and the unit cost prices are set forth in the bidder's proposal; and

WHEREAS, Duncan Hardware Inc. submitted the low bid in the amount of \$167,763.90; and

WHEREAS, the Purchasing Agent certified that he considers the bid submitted by Duncan Hardware Inc. to be fair and reasonable; and

WHEREAS, the sum of Ten Thousand \$10,000.00 is available in Operating Account No. 01-201-26-291-211; and

WHEREAS, the balance of the contract funds will be made available as orders are placed.

NOW, THEREFORE, be it resolved by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute an agreement with Duncan Hardware Inc. for the Department of Public Works/Division of Buildings and Street Maintenance;
2. This contract is awarded as a one-year (1) open-end contract. The City reserves the right to extend the contract for up to two (2) additional one year terms pursuant to specifications and bids thereon;
3. The minimum and maximum quantities for one hundred eleven (111) items are as contained in Bid Specifications and the unit cost prices are set forth in the bidder's proposal;
4. The Chief Financial Officer shall prepare and execute certificates of available funds as orders are made during the term of the contract;
5. Upon certification by an official or employee of the City authorized to attest that the contractor has complied with specifications in all respects, and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.; and

(continued on Page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF AN OPEN-END CONTRACT TO
DUNCAN HARDWARE INC. FOR PLUMBING SUPPLIES FOR THE DEPARTMENT
OF PUBLIC WORKS/DIVISION OF BUILDINGS AND STREET MAINTENANCE**

6. The award of this contract shall be subject to the condition that the contractor provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

I, Donna Mauer (Donna Mauer), Chief Financial Officer, certify that there are sufficient funds available for the payment of the above resolution in the Account shown below:

Department of Public Works/Division of Buildings & Street Maintenance

Acct #	P.O #	Temp. Encumb.	Amount
01-201-26-291-211	126120		\$10,000.00
		TOTAL CONTRACT	\$167,763.90

Approved by Peter Folgado, PPPS
Peter Folgado, Director of Purchasing

PF/pc
8/22/17

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF AN OPEN - END CONTRACT TO DUNCAN HARDWARE FOR PLUMBING SUPPLIES FOR THE DIVISION OF BUILDINGS AND STREET MAINTENANCE, DEPARTMENT OF PUBLIC WORKS.

Project Manager

Department/Division	DPW	Buildings Maintenance
Name/Title	Douglas Carlucci	Director
Phone/email	201-547-4432	dcarlucci@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

- ✦ There is a need for plumbing supplies.
- ✦ Includes valves, couplings, tank tubes, connectors, pipes, water heaters, etc.
- ✦ For the various city owned buildings and facilities.
- ✦ DPW spent about \$130,000.00 in 2016.
- ✦ Local Jersey City vendor.

Cost (Identify all sources and amounts)

01-201-26-291-211 (Buildings Operating)
Total Contract =\$167,763.90
Temporary Encumbrancy =\$10,000.00

Contract term (include all proposed renewals)

Contract is valid from 09/14/17 to 09/13/18.
The City reserves the right to renew for two (2) additional one (1) year terms.

Type of award **Public Bid**

If "Other Exception", enter type
Additional Information

Bid received on July 18, 2017.

3 Bidders

1. Duncan Hardware for \$167,763.90
2. Cross-town Plumbing Supply for \$176,618.74.
3. Atlantic Plumbing Supply for \$204,374.04.

I certify that all the facts presented herein are accurate.


Signature of Department Director

8/17/17
Date


Signature of Purchasing Director

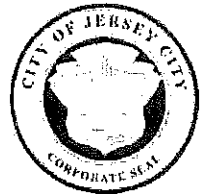
8/17/17
Date



STEVEN M. FULOP
Mayor of Jersey City

**CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS**

13-15 LINDEN AVENUE EAST, 3RD FLOOR | JERSEY CITY, NJ 07305
P: 201 547 4400 | F: 201 547 4803



PATRICK G. STAMATO
Director

Date: August 16, 2017
To: Peter Folgado, Purchasing Director
From: Patrick Stamato, DPW Director
Subject : **Recommendation Letter (Plumbing Supplies)**

Please be advised, after a careful and thorough review of bids received on July 18th, 2017 for plumbing supplies, I recommend that the contract be awarded to the vendor listed below:

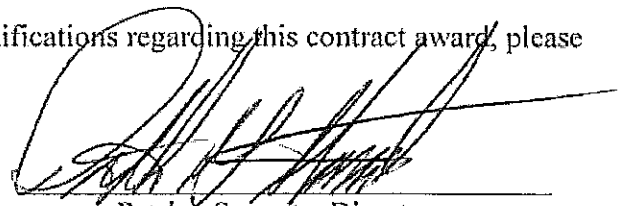
***DUNCAN HARDWARE INC.
776 WEST SIDE AVENUE
JERSEY CITY, NJ 07306***

<u>VENDOR NAME</u>	<u>REQUISITION #</u>	<u>ACCOUNT #</u>	<u>CONTRACT AMOUNT</u>	<u>TEMPORARY ENCUMBRANCY</u>
Duncan Hardware	0179657	01-201-26-291-211	\$167,763.90	\$10,000.00

Please proceed and utilize the following requisition listed above. Kindly draft the awarding resolution for the **September 13th, 2017 Council meeting.**

Should you have any questions or need any additional justifications regarding this contract award, please do not hesitate to call my office at X 4400/01.

Thanks and have a great day!!!!!!!



Patrick Stamato, Director

PS/sb
C: Raquel Tosado, Contracts Manager
Hector Ortiz, Asst. DPW Director
Douglas Carlucci, Buildings Director
Steve Miller, Confidential Assistant
Eileen McCabe, Sr. Adm Analyst
Zakia Gregory, Asst. Spvr Accounts
Paola Campbell, Purchasing Division

Silendra Baijnauth

From: Douglas Carlucci
Sent: Thursday, August 17, 2017 9:31 AM
To: Silendra Baijnauth
Cc: Patrick Stamato; Hector Ortiz; Zakia Gregory; Eileen McCabe; Steve Miller
Subject: Re: Bid Results for Plumbing Supplies

I have reviewed the bid and approve.

Get [Outlook for iOS](#)

From: Silendra Baijnauth
Sent: Thursday, August 17, 2017 9:11:23 AM
To: Silendra Baijnauth; Douglas Carlucci
Cc: Patrick Stamato; Hector Ortiz; Zakia Gregory; Eileen McCabe; Steve Miller
Subject: RE: Bid Results for Plumbing Supplies

Doug,
Please send an email stating that you have reviewed and approved the plumbing supplies bid. I am going to award this contract for the next council meeting.

Thanks

From: Silendra Baijnauth
Sent: Monday, July 24, 2017 12:06 PM
To: Douglas Carlucci
Cc: Patrick Stamato; Hector Ortiz; Zakia Gregory; Eileen McCabe; Steve Miller
Subject: Re: Bid Results for Plumbing Supplies

Legally , yes.
You may want to speak to Peter and Ray Reddington.

From: Douglas Carlucci
Sent: Monday, July 24, 2017 11:45:21 AM
To: Silendra Baijnauth
Cc: Patrick Stamato; Hector Ortiz; Zakia Gregory; Eileen McCabe; Steve Miller
Subject: RE: Bid Results for Plumbing Supplies

Are we bound to give to Duncan? They are a hardware shop and do not stock a broad range of plumbing supply products—this will put us in the situation of having to have them order most of what we need on a regular basis, which could cause severe problems in emergency plumbing repair situations.

From: Silendra Baijnauth
Sent: Monday, July 24, 2017 8:35 AM
To: Douglas Carlucci
Cc: Patrick Stamato; Hector Ortiz; Zakia Gregory; Eileen McCabe; Steve Miller
Subject: FW: Bid Results for Plumbing Supplies

Doug,
Please review as per email below and advise. I will like to make a contract award in the next few days.

BID PROPOSAL/DOCUMENTS**PLUMBING SPECIFICATIONS
DPW/DIVISION OF BUILDINGS & STREET MAINTENANCE**

This contract will be awarded as an open-end contract for a term of one year.
The minimum and the maximum quantities for each item or as stated below.

*****Vendor must bid on the maximum number in column B *****

A ITEM	B QUANTITY MINIMUM & MAXIMUM	C DESCRIPTION	D UNIT AMOUNT	EXTENDED AMOUNT (D X B)
1	0 - 600 lgths.	1/2" X 10 Type M L/G	\$ 8.95	\$ 5280.00
2	0 - 600 lgths.	3/4" X 10 Type M L/G	\$ 14.40	\$ 8640.00
3	0 - 2,000 ea.	1/2" WROT CXC 90 Ells	\$.29	\$ 580.00
4	0 - 2,000 ea.	3/4" WROT CXC 90 Ells	\$.66	\$ 1320.00
5	0 - 800 ea.	1/2" CXC W/Stop Couplings	\$.22	\$ 176.00
6	0 - 800 ea.	3/4" CXC W/Stop Couplings	\$.40	\$ 320.00
7	0 - 800 ea.	1/2" WROT CXCXC Tees	\$.50	\$ 400.00
8	0 - 800 ea.	3/4" WROT CXCXC Tees	\$ 1.15	\$ 920.00
9	0 - 800 ea.	1/2" WROT CXC 45 Ells	\$.54	\$ 432.00
10	0 - 800 ea.	1/2" WROT CXFTG 90 ST Ells	\$.56	\$ 448.00
11	0 - 800 ea.	1/2" WROT CXFTG 45 ST Ells	\$.66	\$ 528.00
12	0 - 800 ea.	3/4" WROT CXC 45 Ells	\$.90	\$ 720.00
13	0 - 800 ea.	3/4" WROT CXFTG 45 ST Ells	\$ 1.08	\$ 864.00
14	0 - 800 ea.	3/4" WROT CXFTG 90 ST Ells	\$ 1.04	\$ 832.00
15	0 - 600 ea.	1/2" Nib Soldr CXC Full Port Ball Valve	\$ 3.66	\$ 2196.00

<u>A</u> <u>ITEM</u>	<u>B</u> <u>QUANTITY</u> <u>MINIMUM &</u> <u>MAXIMUM</u>	<u>C</u> <u>DESCRIPTION</u>	<u>D</u> <u>UNIT</u> <u>AMOUNT</u>	<u>EXTENDED</u> <u>AMOUNT</u> <u>(D X B)</u>
16	0 - 600 ea.	3/4" Nib Soldr CXC Full Port Ball Valve	\$ 4.98	\$ 2988.00
17	0 - 600 ea.	3/4" Nib TFP600, Thread IPS Full Ports	\$ 4.80	\$ 2880.00
18	0 - 100 ea.	Waterpure Solder/Lead Free	\$ 16.40	\$ 1640.00
19	0 - 200 ea.	Oatey 40/60 Spool Solder, 1 Pound	\$ 12.80	\$ 2560.00
20	0 - 50 ea.	EC10, Walrich Emery Sandcloth, 10 yds	\$ 2.20	\$ 110.00
21	0 - 90 ea.	1/2" Copper Cleaning Brushes	\$ 1.10	\$ 99.00
22	0 - 50 ea.	3/4" Copper Cleaning Brushes	\$ 1.15	\$ 57.50
23	0 - 16 ea.	1 Pound cans of Oat #5 Flux	\$ 5.40	\$ 86.40
24	0 - 4,000 ea.	500 1/2" Copper Straps, 2 Hole 500 1/2	\$.08	\$ 320.00
25	0 - 4,000 ea.	500 3/4" Copper Straps, 2 Hole 500 3/4	\$.12	\$ 480.00
26	0 - 100 ea.	1/2" Nibco Gas Ball Valves	\$ 2.80	\$ 280.00
27	0 - 100 ea.	3/4" Nibco Gas Ball Valves	\$ 3.90	\$ 390.00
28	0 - 50 ea.	SC-55-72, K-12 Brsrdft Flex GC 12MX38F End Connectors	\$ 14.15	\$ 707.50
29	0 - 50 ea.	SC-55-60, K-12 Brsrdft Flex GC 12MX38F End Connectors	\$ 11.40	\$ 570.00
30	0 - 600 ea.	5/8ODX3/80D CP Angle Valves	\$ 2.12	\$ 1272.00
31	0 - 50 ea.	5/8ODX3/80D CP STR Valves	\$ 2.66	\$ 133.00
32	0 - 300 ea.	3/8 X 20, RB Lav Tubes	\$ 1.80	\$ 540.00
33	0 - 600 ea.	3/8 X 12 CP Tank Tubes	\$ 1.60	\$ 960.00
34	0 - 600 ea.	B1T12 Fluidmaster Toilet Connectors	\$ 1.60	\$ 960.00

<u>A</u> <u>ITEM</u>	<u>B</u> <u>QUANTITY</u> <u>MINIMUM &</u> <u>MAXIMUM</u>	<u>C</u> <u>DESCRIPTION</u>	<u>D</u> <u>UNIT</u> <u>AMOUNT</u>	<u>EXTENDED</u> <u>AMOUNT</u> <u>(D X B)</u>
35	0 - 300 ea.	B1T12 Fluidmaster Lav Connectors	\$ 1.60	\$ 480.00
36	0 - 300 ea.	B1T20 Fluidmaster Lav Connectors	\$ 1.60	\$ 480.00
37	0 - 400 ea.	5/8 OD CP Esc., 1/2" Copper	\$.22	\$ 88.00
38	0 - 300 ea.	400FBC Fluidmaster SS Blocks	\$ 6.25	\$ 1875.00
39	0 - 300 ea.	Walrich Korky Flapper Balls	\$ 2.70	\$ 810.00
40	0 - 300 ea.	T01-001, Walrich Tank Levers	\$ 1.10	\$ 330.00
41	0 - 400 ea.	HERC Johnni Rings, w/horns, 90-200	\$ 1.35	\$ 540.00
42	0 - 400 ea.	HERC Johnni Bolts, 90/124	\$.60	\$ 240.00
43	0 - 50 ea.	111 Sloan Low Cons, 1.6 Gal Exp Cpv	\$ 77.00	\$ 3850.00
44	0 - 50 ea.	Sloan, 1 Gallon Urinal Flushometers w/Sweat Kits	\$ 77.00	\$ 3850.00
45	0 - 50 ea.	Sloan Water Closet, 3.5 GPF Flushometers	\$ 87.00	\$ 4350.00
46	0 - 50 ea.	Colony Afton Bowls, 1.6 GPF, White	\$ 44.00	\$ 2200.00
47	0 - 50 ea.	Colony Tanks w/couplings Comp & Trim	\$ 44.00	\$ 2200.00
48	0 - 50 ea.	El Madera Aquameter Bowls, White	\$ 82.00	\$ 4100.00
49	0 - 50 ea.	Afwall Aquameters w/top SPU, White	\$ 74.00	\$ 3700.00
50	0 - 50 ea.	Washbrook Urinals, top Spud, White	\$ 136.00	\$ 6800.00
51	0 - 100 ea.	Church 255 Elongated Seats, White	\$ 13.00	\$ 1300.00
52	0 - 100 ea.	Church 540 R/F Wooden Seats, Cover White	\$ 9.56	\$ 956.00
53	0 - 100 ea.	Colony C/C Faucet Lever Handles, w/Metal PU CP	\$ 38.00	\$ 3800.00
54	0 - 100 ea.	Chrdu Colony Kits, w/spray Ada Hdl	\$ 56.00	\$ 5600.00

<u>A</u> <u>ITEM</u>	<u>B</u> <u>QUANTITY</u> <u>MINIMUM &</u> <u>MAXIMUM</u>	<u>C</u> <u>DESCRIPTION</u>	<u>D</u> <u>UNIT</u> <u>AMOUNT</u>	<u>EXTENDED</u> <u>AMOUNT</u> (D X B)
55	0 - 100 ea.	Quick Fit Duo Strainers	\$ 5.80	\$ 580.00
56	0 - 100 ea.	1 1/2" X 1/2" X 1/2" RB Dishwasher Tailpieces	\$ 5.50	\$ 550.00
57	0 - 100 ea.	1/2" X 1/2" RB Flange Tailpieces, 22 R177	\$ 3.80	\$ 380.00
58	0 - 100 ea.	State 6 year, 50 Gallon, 40,000 B.T.U. Tall Res Gas Water Heaters	\$ 353.00	\$ 35,300.00
59	0 - 20 ea.	State 6 year, 75 Gallon, 75,100 B.T.U. Short Res Gas Water Heaters	\$ 703.00	\$ 14,060.00
60	0 - 50 ea.	1/2" CL-6 Black Steel Nipple Packed Set	\$ 5.90	\$ 295.00
61	0 - 50 ea.	3/4" CL-6 Black Steel Nipple Packed Set	\$ 7.90	\$ 395.00
62	0 - 400 ea.	1/2" BM, "T" 90 Ells	\$.56	\$ 224.00
63	0 - 200 ea.	3/4" BM, "T" 90 Ells	\$.66	\$ 132.00
64	0 - 50 ea.	HERC 1-PT, Pro Dope, 15-427	\$ 5.50	\$ 275.00
65	0 - 50 ea.	HERC Block, 1 quart, 15-716	\$ 14.10	\$ 705.00
66	0 - 300 ea.	Rolls of 1/2" X 520 Teflon Tape	\$.32	\$ 96.00
67	0 - 50 ea.	32 Ounce Cans of Oat P.V.C. Cement Cleaner	\$ 7.25	\$ 362.50
68	0 - 50 ea.	32 Ounce Cans of Oat Purple Primer	\$ 7.10	\$ 355.00
69	0 - 50 lgths.	1 1/2" X 10 SCH 40 DWV P.V.C. Pipe	\$ 5.05	\$ 252.50
70	0 - 50 lgths.	2" X 10 SCH 40 DWV P.V.C. Pipe	\$ 6.62	\$ 331.00
71	0 - 50 lgths.	3" X 10 SCH 40 DWV P.V.C. Pipe	\$ 12.25	\$ 612.50
72	0 - 50 lgths.	4" X 10 SCH 40 DWV P.V.C. Pipe	\$ 16.40	\$ 820.00

<u>A</u> <u>ITEM</u>	<u>B</u> <u>QUANTITY</u> <u>MINIMUM &</u> <u>MAXIMUM</u>	<u>C</u> <u>DESCRIPTION</u>	<u>D</u> <u>UNIT</u> <u>AMOUNT</u>	<u>EXTENDED</u> <u>AMOUNT</u> <u>(D X B)</u>
73	0 - 50 ea.	1 ½" P.V.C. DWV 90 Ells, Hub X Hub	\$.50	\$ 25.00
74	0 - 50 ea.	2" P.V.C. DWV 90 Ells, Hub X Hub	\$.80	\$ 40.00
75	0 - 50 ea.	3" P.V.C. DWV 90 Ells, Hub X Hub	\$ 2.10	\$ 105.00
76	0 - 50 ea.	4" P.V.C. DWV 90 Ells, Hub X Hub	\$ 4.40	\$ 220.00
77	0 - 50 ea.	1 ½" P.V.C. DWV 90 Street Ells, Spg X Hub	\$.76	\$ 38.00
78	0 - 50 ea.	2" P.V.C. DWV 90 Street Ells, Spg X Hub	\$ 1.19	\$ 59.50
79	0 - 50 ea.	3" P.V.C. DWV 90 Street Ells, Spg X Hub	\$ 2.56	\$ 128.00
80	0 - 50 ea.	4" P.V.C. DWV 90 Street Ells, Spg X Hub	\$ 5.60	\$ 280.00
81	0 - 50 ea.	1 ½" P.V.C. DWV 45 Ells, Hub X Hub	\$.56	\$ 28.00
82	0 - 50 ea.	2" P.V.C. DWV 45 Ells, Hub X Hub	\$.88	\$ 44.00
83	0 - 50 ea.	3" P.V.C. DWV 45 Ells, Hub X Hub	\$ 2.03	\$ 101.50
84	0 - 50 ea.	4" P.V.C. DWV 45 Ells, Hub X Hub	\$ 3.60	\$ 180.00
85	0 - 50 ea.	1 ½" P.V.C. DWV 45 Street Ells, Spg X Hub	\$.55	\$ 27.50
86	0 - 50 ea.	2" P.V.C. DWV 45 Street Ells, Spg X Hub	\$.82	\$ 41.00
87	0 - 50 ea.	3" P.V.C. DWV 45 Street Ells, Spg X Hub	\$ 1.84	\$ 92.00
88	0 - 50 ea.	4" P.V.C. DWV 45 Street Ells, Spg X Hub	\$ 3.74	\$ 187.00
89	0 - 50 ea.	1 ½" P.V.C. DWV Sanitary Tee, Hub X Hub	\$.90	\$ 45.00

<u>A</u> <u>ITEM</u>	<u>B</u> <u>QUANTITY</u> <u>MINIMUM &</u> <u>MAXIMUM</u>	<u>C</u> <u>DESCRIPTION</u>	<u>D</u> <u>UNIT</u> <u>AMOUNT</u>	<u>EXTENDED</u> <u>AMOUNT</u> <u>(D X B)</u>
90	0 - 50 ea.	2" P.V.C. DWV Sanitary Tee, Hub X Hub	\$ 1.29	\$ 64.50
91	0 - 50 ea.	3" P.V.C. DWV Sanitary Tee, Hub X Hub	\$ 3.66	\$ 183.00
92	0 - 50 ea.	4" P.V.C. DWV Sanitary Tee, Hub X Hub	\$ 5.80	\$ 290.00
93	0 - 50 ea.	1 1/2" P.V.C. DWV 45 Wye, Hub X Hub X Hub	\$ 1.32	\$ 66.00
94	0 - 50 ea.	2" P.V.C. DWV 45 Wye, Hub X Hub X Hub	\$ 1.70	\$ 85.00
95	0 - 50 ea.	3" P.V.C. DWV 45 Wye, Hub X Hub X Hub	\$ 4.40	\$ 220.00
96	0 - 50 ea.	4" P.V.C. DWV 45 Wye, Hub X Hub X Hub	\$ 7.66	\$ 383.00
97	0 - 50 ea.	Fiat FL1 Single Laundry Trb, w/legs	\$ 33.00	\$ 1650.00
98	0 - 50 ea.	Laundry Faucet-6, Spt Hose Connectors	\$ 29.00	\$ 1450.00
99	0 - 500 ea.	1 1/4" X 12, CP Tube TBE, 17 GA	\$ 4.32	\$ 2160.00
100	0 - 500 ea.	1 1/2" P.V.C. TUB P Traps, (Bagged)	\$.90	\$ 450.00
101	0 - 500 ea.	1/2" NIB Boiler Drains, MXH 74 "IMP"	\$ 3.10	\$ 1550.00
102	0 - 100 ea.	3/4" NIB Boiler Drains, MXH 74 "IMP"	\$ 3.60	\$ 360.00
103	0 - 100 ea.	Webstone, 3/4" Radiator Angle Valves, 11533	\$ 7.70	\$ 770.00
104	0 - 100 ea.	Webstone, 1" Radiator Angle Valves, 11534	\$ 12.40	\$ 1240.00

<u>A</u> <u>ITEM</u>	<u>B</u> <u>QUANTITY</u> <u>MINIMUM &</u> <u>MAXIMUM</u>	<u>C</u> <u>DESCRIPTION</u>	<u>D</u> <u>UNIT</u> <u>AMOUNT</u>	<u>EXTENDED</u> <u>AMOUNT</u> (D X B)
105	0 - 200 ea.	Webstone, 1 1/4" Radiator Angle Valves, 11535	\$ 14.40	\$ 2880.00
106	0 - 200 ea.	Webstone, 1 1/2" STM Radiator Valves, 11536	\$ 23.00	\$ 4600.00
107	0 - 500 ea.	1/2" CXM Adaptors	\$ 77	\$ 385.00
108	0 - 500 ea.	1/2" CXF Adaptors	\$ 1.04	\$ 520.00
109	0 - 500 ea.	1/2" Cast CXF, 90 Drop Ears L	\$ 3.60	\$ 1800.00
110	0 - 100 ea.	Lenox 818R Bi-Metal Blades	\$ 2.40	\$ 240.00
111	0 - 300 ea.	Lenox 810R Bi-Metal Blades	\$ 2.40	\$ 720.00

TOTAL: \$ 167,763.90

Note: This contract will be awarded as an open-end contract. The minimum and maximum quantities for each item are as stated. If zero is the minimum, the City is not obligated to order any quantities of that item during the contract term. If a specific number is stated for a minimum, then the City is obligated to purchase whatever that quantity is. Regardless of what the minimum quantity is set at, the vendor is still required to fill any order that the City places during the contract term until the maximum quantity is reached.

GRAND TOTAL PRICE ITEMS 1 THROUGH 111

The City will use the grand total price calculated by using the maximum quantities stated for items 1 through 111. The supplier shall be paid based on quantities used, however, it shall not exceed the maximum quantity without prior issuance of a change order.

\$167,763.90

ONE HUNDRED SIXTY-SEVEN THOUSAND SEVEN HUNDRED SIXTY-THREE AND NINE CENTS

(In Writing)

(In Figures)

The contract will be awarded based on the grand total amount for Items 1 through 111. If the grand total price is found to have been incorrectly computed, changes will be made in any and all unit prices so as to attain conformity with the grand total price before award is made.

Pursuant to N.J.S.A. 40A:11-15, the City shall have options to renew the contract for up to two additional one year terms. The City shall notify the vendor whether or not it will be renewing the contract 45 days before the expiration date of the contract. If the City exercises its option to renew the contract, the vendor must accept the contract renewal. The renewal contract price shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): RONALD S. EBERLE President

Representative's Signature: Ronald S Eberle

Name of Company: DUNCAN HARDWARE, INC.

Tel. No.: 201-435-1700 Date: 7/17/17

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: RONALD S. EBERLE PRESIDENT
 Representative's Signature: Ronald S Eberle
 Name of Company: DUNCAN HARDWARE, INC.
 Tel. No.: _____ Date: 7/17/17

201-435-1700

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : DUNCAN HARDWARE, INC.
Address : 776 West Side Avenue
Jersey City, NJ 07306
(201) 435-1700 Fax 435-5788
Telephone No. : _____
Contact Name : RONALD S. EBERLE

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

**Definitions
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: DUNCAN HARDWARE, INC.

Address: 776 West Side Avenue
Jersey City, NJ 07306
(201) 435-1700 Fax 435-6888

Telephone No.:

Contact Name: RONALD S. EBERLE

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

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DIVISION OF PURCHASING COPY

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 280
TRENTON, NJ 08646-0280

TAXPAYER NAME:

DUNCAN HARDWARE, INC.

ADDRESS:

776 WEST SIDE AVE.

JERSEY CITY, NJ 07310

EFFECTIVE DATE:

09/16/05

TRADE NAME:

DUNCAN TRU-VALUE HARDWARE

SEQUENCE NUMBER:

005410

ISSUANCE DATE:

03/28/05

FORM BR-01A-01

This Certificate is NOT a receipt for any tax. It must be kept for your records.



New Jersey Division of Revenue

Revenue NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0062510 FOR DUNCAN HARDWARE, INC. IS VALID.

VERIFIED
PC

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT⁷¹⁶¹

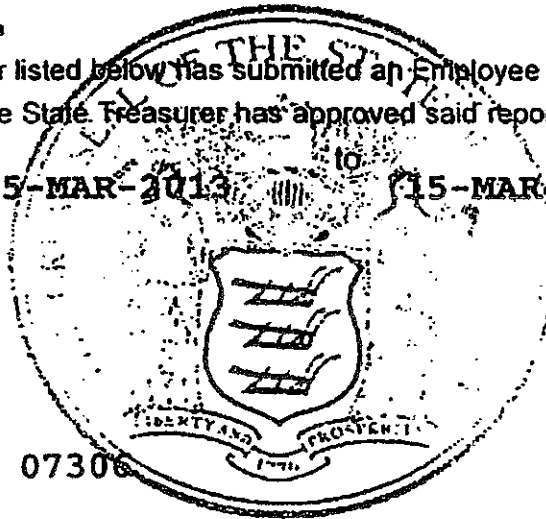
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-MAR-2013 to 15-MAR-2020

**DUNCAN HARDWARE INC.
776 WEST SIDE AVENUE
JERSEY CITY**

NJ 07306



A handwritten signature in black ink, appearing to read "Andrew P. Sidamon-Eristoff".

**Andrew P. Sidamon-Eristoff
State Treasurer**

NEW JERSEY FACILITY

STATE OF NEW JERSEY
Division of Contract Compliance & Equal Employment Opportunity
EMPLOYEE INFORMATION REPORT

IMPORTANT- READ INSTRUCTIONS ON BACK OF FORM CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT IN SHARP BALLPOINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT BRO-1 REPORT FOR SECTION B, ITEM 11.

SECTION A - COMPANY IDENTIFICATION

1. FED. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 1. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME DUNCAN HARDWARE, INC.		
5. STREET 776 West Side Avenue	COUNTY Hudson	STATE NJ
ZIP CODE 07306		
6. NAME OF PUBLIC AGENCY AWARDING CONTRACT (201) 435-4700 Fax (201) 435-8881	CITY JERSEY CITY	STATE NJ
ZIP CODE 07306		
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 10		
10. PUBLIC AGENCY AWARDING CONTRACT	CITY	STATE
ZIP CODE		
Official Use Only	DATE RECEIVED	ISSUANCE DATE
ASSIGNED CERTIFICATION NUMBER		

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN REQ-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers	1	1		1									
Professionals													
Technicians													
Sales Workers	5	4	1		3					1			
Office & Clerical	1	1											
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment from previous Report (If any)													
Temporary & Part-Time Employees													
The data below shall NOT be included in the figures for the appropriate categories above.													
	3	1	2					1		1			1

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED 3/15/2006 MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From 4/2012 To 4/2013		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) RONALD S. EBERLE	SIGNATURE <i>Ronald S. Eberle</i>	TITLE Pres	DATE 4/19/13 MO. DAY YEAR
17. ADDRESS NO. & STREET 776 West Side Avenue	CITY JERSEY CITY	COUNTY HUDSON	STATE NJ
ZIP CODE 07306		PHONE (AREA CODE, NO., EXTENSION) 201-435-1700	

WHITE - DIV. OF CONTRACT COMPLIANCE; CANARY - DIV. OF CONTRACT COMPLIANCE DP;
PINK - PUBLIC AGENCY; GOLD - VENDOR

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-748

Agenda No. 10.Z.28



WITHDRAWN

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VERIZON FOR TELECOMMUNICATIONS DATA LINES, PRIMARY RATE INTERFACE (PRI), INTERNET AND FIOS (NON-CENTREX SERVICES) FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need for data communications network services for the Department of Administration, Division of Information Technology; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Verizon, P.O. Box 4833, Trenton, New Jersey 08650 is in possession of State Contract A85943, and submitted a proposal for data communications network services, in the amount of two hundred thousand dollars (\$200,000.00); and

WHEREAS, funds are available for this contract in the Operating Account;

<u>Account</u>	<u>P.O. #</u>	<u>State Contract</u>	<u>Total Contract</u>
01-201-31-435-621	126214	A85943	\$200,000.00

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$200,000.00 is awarded to Verizon for data communications network services.
2. The term of the contract shall be effective July 1, 2017 through December 31, 2017.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VERIZON FOR
TELECOMMUNICATIONS DATA LINES, PRIMARY RATE INTERFACE (PRI),
INTERNET AND FIOS (NON-CENTREX SERVICES) FOR THE DEPARTMENT OF
ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that
there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Operating Account;

<u>Account</u>	<u>P.O. #</u>	<u>State Contract</u>	<u>Total Contract</u>
01-201-31-435-621	126214	A85943	\$200,000.00

Approved by Peter Folgado, Director of Purchasing
RPPO, QPA

August 31, 2017
Date

PF/pv
8/31/17

APPROVED: _____

APPROVED AS TO LEGAL FORM

R.R.
9-5-17

APPROVED: _____

Business Administrator

Corporation Counsel

WITHDRAWN

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9-13-17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

RESOLUTION FACT SHEET- CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO VERIZON NEW JERSEY INC. FOR TELECOMMUNICATIONS DATA LINES, PRIMARY RATE INTERFACE (PRI), INTERNET AND FIOS (NON-CENTREX SERVICES) FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

Initiator

Department/Division	Administration	Information Technology
Name/Title	Bernadette Kucharczuk	Director
Phone/email	201-547-4313	Bkucharczuk@nj.gov

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Contract with Verizon for the provision of telecommunications lines. Among these are PRIs (Primary Rate Interface (PRI), a telecommunications interface standard used on an Integrated Services Digital Network (ISDN) for carrying multiple DSO voice and data transmissions between the network and a user), as well as data lines for fax and voice mail processing.

I certify that all the facts presented herein are accurate.


Signature of Department Director

8/31/17

Date


Signature of Purchasing Director

8/31/17

Date



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
PO BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer
JIGNASA DESAI-MCCLEARY
Director

AMENDMENT # 01

T-1776

SOLICITATION #23147

Date: July 1, 2014

To: All Using Agencies and
Cooperative Purchasing Participants

From: James E. Strype, Purchase Bureau

Subject: Data Communications Network Services

Contract Period: February 10, 2014 to February 11, 2019

Verizon Business Network Services Inc., Contract A85943, has been approved to extend its contract for local use by the Cooperative Purchasing Program participants.

All other terms and conditions of the contract shall remain the same.



State of New Jersey
Department of the Treasury
— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

Search

[NJ Home](#) | [Services A to Z](#) | [Departments/Agencies](#) | [FAQs](#)

**Notice of Award
Term Contract(s)**

T-1776

DATA COMMUNICATIONS NETWORK SERVICES

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to GREGORY BUDDIE

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

[Download All Documents](#)

- [State Contract Manager](#) Adobe PDF (8 kb)
- [Method of Operation](#) Adobe PDF (35 kb)
- [Method of Operation](#) Adobe PDF (51 kb)
- [Price List Link](#)
- [Subcontractor List](#) Adobe PDF (27 kb)
- [Amendment #1 - Change of Cooperative Purchasing Status A](#) PDF (17 kb)
- [Amendment #2 - Vendor Information Change](#) Adobe PDF (17 kb)
- [Amendment #3 - Additional Distributors](#) Adobe PDF (17 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number

NOAs By Title

Search NOAs

Index #:	T-1776
Contract #:	VARIOUS
Contract Period:	FROM: 02/11/14 TO: 02/10/19
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	23147
Bid Open Date:	09/20/13
CID #:	1039294
Commodity Code:	915-77
Set-Aside:	SMALL BUSINESS SUBCONTRACTING

* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	LIGHTTOWER FIBER NETWORKS I LLC 80 CENTRAL STREET BOXBOROUGH, MA 17019
Contact Person:	KIM DEBILIO
Contact Phone:	976-264-6003
Order Fax:	617-848-3226
Contract#:	85945
Expiration Date:	02/10/19
Terms:	2% 10 NET 60
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	VERIZON BUSINESS NETWORK SERVICES INC 1 VERIZON WAY BASKING RIDGE, NJ 07920
Contact Person:	JAMES LIVECCHI
Contact Phone:	609-915-4017
Order Fax:	000-000-0000
Contract#:	85943
Expiration Date:	02/10/19
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	NO
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

AUTHORIZED DEALER/DISTRIBUTORS FOR THE FOLLOWING CONTRACT VENDORS	
Contract#: 85943	Title: DATA COMMUNICATIONS NETWORK SERVICES
Dealer/Distributor Name & Address:	CARAHSOFT TECHNOLOGY CORP 12369 SUNRISE VALLEY DR SUITE D2 RESTON VA 20191
Contact Person:	CRAIG P ABOD
Contact Phone:	703-871-8501
Dealer/Distributor Name & Address:	MCI COMMUNICATIONS SRVCS INC ONE VERIZON WAY BASKING RIDGE NJ 07920
Contact Person:	MARSHA K HARRELL
Contact Phone:	609-915-4017
Dealer/Distributor Name & Address:	TERRAMARK FEDERAL GROUP LLC 2 SOUTH BISCAYNE BLVD SUITE 2800 MIAMI FL 33131
Contact Person:	JAMES LIVECCHI
Contact Phone:	609-215-4017
Dealer/Distributor Name & Address:	VERIZON NEW JERSEY 201 CENTENNIAL AVE PISCATAWAY NJ 08854
Contact Person:	RICHARD BAGLEY
Contact Phone:	732-885-2097
Dealer/Distributor Name & Address:	VERIZON SELECT SERVICES INC 201 CENTENNIAL AVE PISCATAWAY NJ 08854
Contact Person:	JAMES LIVECCHI

LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: SECURITY MANAGEMENT & PROFESSIONAL SERVICES. SEE SCHEDULE M FOR PRICING.	1.000	EACH	NET	N/A
Vendor: CAROUSEL INDUSTRIES OF NORTH AMERICA INC Contract Number: 85946					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: SECURITY MANAGEMENT & PROFESSIONAL SERVICES. SEE SCHEDULE M FOR PRICING.	1.000	EACH	NET	N/A
Vendor: LIGHTTOWER FIBER NETWORKS I LLC Contract Number: 85945					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: ETHERNET SERVICES SEE SCHEDULE F FOR PRICING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: SONET SERVICES SEE SCHEDULE J FOR PRICING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: WAVELENGTH SERVICES. SEE SCHEDULE K FOR PRICING.	1.000	EACH	NET	N/A
Vendor: VERIZON BUSINESS NETWORK SERVICES INC Contract Number: 85943					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: PRIVATE LINE SERVICES: DS1 & DS3	1.000	EACH	NET	N/A

	SEE SCHEDULE B FOR SERVICE PRICING				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: ETHERNET SERVICES SEE SCHEDULE F FOR PRICING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: MPLS & VOIP SERVICES SEE SCHEDULE G FOR PRICING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: SONET SERVICES SEE SCHEDULE J FOR PRICING	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00011	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: WAVELENGTH SERVICES. SEE SCHEDULE K FOR PRICING.	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00012	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: INTERNET SERVICES. SEE SCHEDULE L FOR PRICING.	1.000	EACH	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00013	COMM CODE: 915-77-038038 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: SECURITY MANAGEMENT & PROFESSIONAL SERVICES. SEE SCHEDULE M FOR PRICING.	1.000	EACH	NET	N/A

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Questionnaire for Bidders

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To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Collico Partnership d/b/a Verizon Wireless

Address: One Verizon Way Basking Ridge, NJ 07920

Telephone No.: 917-693-7633 (Sales)

Contact Name: Bobby Samakal (Sales)

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

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DIVISION OF PURCHASING COPY



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: VERIZON TELEPRODUCTS CORP.

Trade Name:

Address: 400 BRANDYWINE PARKWAY
WEST CHESTER, PA 19380

Certificate Number: 0090149

Effective Date: July 18, 1988

Date of Issuance: September 01, 2017

For Office Use Only:

20170901112533123

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Police Department of New Jersey (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Rehana Iqbal - Manager AA/EEO

Representative's Signature: Rehana Iqbal

Name of Company: Cellco Partnership d/b/a Verizon Wireless

Tel. No.: 908-559-1807

Date: March 15, 2017

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Rehana Iqbal, Manager Affirmative Action/EEO

Representative's Signature: Rehana Iqbal

Name of Company: Cellco Partnership d/b/a Verizon Wireless

Tel. No.: 908-559-1807

Date: March 15, 2017

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-749
Agenda No. 10.2.29
Approved: SEP 13 2017
TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL FOR THE PURCHASE, DELIVERY, INSTALLATION AND TRAINING OF UNITRENDS 926S BACKUP UNIT UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Unitrends 926S backup appliance helps the Division of Information Technology meet the challenges of growing data volumes and defense against ransomware by providing backup and recovery solutions; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Software House International, 290 Davidson Avenue, Somerset, New Jersey 08873 is in possession of State Contract A89851, and submitted a proposal for a Unitrends 926S backup appliance, in the amount of fifty nine thousand, seven hundred thirty six dollars (\$59,736.00); and

WHEREAS, funds are available for this contract in the Operating Account;

Account	P.O. #	State Contract	Total Contract
04-215-55-129-990	126131	A89851	\$59,736.00

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$59,736.00 is awarded to Software House International for the purchase of a Unitrends 926S backup appliance;
2. The term of the contract will be completed upon the delivery of goods and services;
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12; and
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued to page 2)

City Clerk File No. Res. 17-749Agenda No. 10.7.29 SEP 13 2017

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL FOR THE PURCHASE, DELIVERY, INSTALLATION AND TRAINING OF UNITRENDS 926S BACKUP UNIT UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Operating Account;

Account	P.O. #	State Contract	Total Contract
04-215-55-129-990	126131	A89851	\$59,736.00

Approved by: _____

Peter Folgado, Director of Purchasing
RPPO, QPA

Date

8/31/17

PF/pv/RR
8/28/17

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
for Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO SOFTWARE HOUSE INTERNATIONAL FOR THE PURCHASE OF UNITRENDS BACKUP UNIT, DELIVERY, INSTALLATION, SOFTWARE SUBSCRIPTION AND TRAINING UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

Initiator

Department/Division	Administration	Information Technology
Name/Title	Bernadette Kucharczuk	Director of Information Technology
Phone/email	201.547.4442	bkucharczuk@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

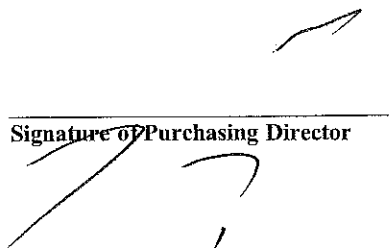
The current back-up solution is aging and relies on magnetic tapes. Our current environment has reached a point where the capacity of the tapes is insufficient to provide full resilient recovery and the newer virtual operating systems on the servers have been a challenge for the configuration of the existing solution. We researched alternative solutions and obtained recommendations and reviews from other local government entities to assess ease of use and cost effectiveness of their systems. Unitrends backup appliances enable long-term data retention and disaster recovery spin-up. The all-in-one appliances combine software, storage into one box for easy-to-manage backup. Automatic testing discovers issues and ensures data and files are available for instant recovery while recognizing ransomware attacks early and alerts administrators and technicians guaranteeing faster recovery.

We are recommending Unitrends as a solution which provides greater capacity, greater flexibility and will fully meet the current and foreseeable needs of Jersey City for back-up and recovery in a cost effective way. Through NJ state contract, Software House International will provide the appropriately sized Unitrends products for the City's growing data needs. The Information Technology Division may also consider using the Unitrends equipment for built-in cloud integration and move towards eliminating offsite storage.

I certify that all the facts presented herein are accurate.


Signature of Department Director

08/31/17
Date


Signature of Purchasing Director

08/31/17
Date



Pricing Proposal
Quotation #: 13786084
Created On: 7/13/2017
Valid Until: 8/31/2017

CITY OF JERSEY CITY

Bernadette Kucharczuk

13-15 Linden Ave East
Jersey City, NJ 07305
United States
Phone: 201-547-4442
Fax:
Email: BKucharczuk@jcnj.org

Account Executive

John Minnella

290 Davidson Avenue
Somerset, NJ 08873
Phone: 908-421-2498
Fax: 732-564-8131
Email: John_Minnella@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Unitrends Recovery Series Appliance Model 926S with Raw Capacity of 36 TB Unitrends Software - Part#: RS-926HDW-ENPB Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851	1	\$42,972.00	\$42,972.00
2 Unitrends Recovery 926S 12 Mos of Platinum Support Unitrends Software - Part#: RS-926SPL-UNT Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851	1	\$9,539.00	\$9,539.00
3 Unitrends Per-Premise SureCare Installation Service; 1-10 Assets Supported Unitrends Software - Part#: SURECARE-HW Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851	1	\$460.00	\$460.00
4 Unitrends Recovery RC926S Appliance - 12 Months Pledge Subscription - Available at month 49 Unitrends Software - Part#: RS-926WPP-UNT12 Contract Name: Software Reseller Contract #: ITS58 Subcontract #: 89851	1	\$6,765.00	\$6,765.00
Total			\$59,736.00

Additional Comments

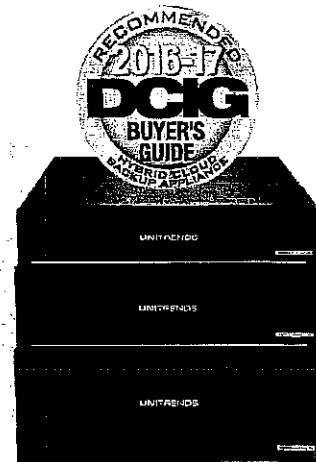
Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0



Recovery Series

All-in-One Backup Appliances



#1 All-in-One Enterprise Backup & Continuity

Unitrends Recovery Series all-in-one appliances combine software, storage, and compute into one box for easy-to-manage backup with built-in cloud integration.

Available as a scalable family of 12 models from 2 TB to 180 TB of storage.



The Unitrends solution was complete, supported all our servers and applications in our environment, was the easiest to use, had the best reliability, support and was very competitive in price.

Nicolas Daneau,
TEC Group



Today's IT organization is facing the paradox of rapidly changing technology and data combined with increased demand for uptime. This double-edged sword requires IT to do more with less.

Only Unitrends can provide the all-in-one backup appliance that IT needs to keep pace with business. Unitrends helps your organization meet the challenge of growing data volumes and defense against ransomware by providing integrated appliances that simplify backup and recovery operations.

- **All-in-one backup appliance** includes CPU, disk, and networking as well as comprehensive data protection. All appliance models include adaptive in-line deduplication, instant recovery (Windows, VMware, Hyper-V), bare metal recovery, cloud integration, local archiving, and WAN optimized replication with encryption of data in flight and at rest.
- **Easy-to-use, intuitive, and centralized user interface** makes backup management efficient and scales to allow operations for multiple appliances and sites from a single pane of glass, lower operational costs and time burden on IT staff.
- **Next-generation hardware with tiered flash storage** provides improved backup performance, faster restore and recovery process, with greater scalability and flexibility. Included in models 814S and up.
- **Best-in-class protection across physical and virtual servers** as well as hundreds of operating systems and applications. Simplified administration enables seamless integration with physical and virtual applications.
- **Purpose-built hardware and hardened Linux-based** platform that isn't susceptible to malware and ransomware like Windows-based backup software.
- **"One throat to choke" with award-winning customer support.** Expert customer support engineers are available 24x7x52 and consistently achieve an industry-leading 98% customer satisfaction rate.

Unitrends Recovery Series

All-in-One Backup Appliances

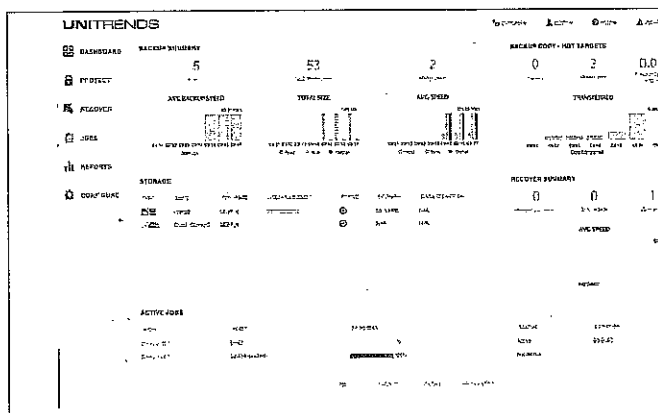
Data Sheet

Available in 12 All-In-One Integrated Appliance Models

From the remote office to the enterprise, Recovery Series appliances offer from 2 TB to 180 TB of raw storage, 8 GB to 256 GB memory, and 4 to 20 CPU cores, all managed from a single pane of glass.

Comprehensive Data Protection & Recovery

- Designed to fit any infrastructure — Physical, virtual, and over 250 of versions of operating systems, hypervisors, and applications.
- Provides flexible data protection — Customizable backup strategies, multi-server scheduling, group management, and application aware protection.
- Includes local archiving — disk-to-disk-to-any (D2D2X) for long term retention and backup copy to removable media, including tape and SATA disk.
- WAN optimized replication — Combines adaptive deduplication, deduplication acceleration, compression, and encryption for secure byte-level data transmission.
- Delivers complete reporting to satisfy regulatory compliance requirements.
- Protects large scale deployments — Enhanced storage integration with NDMP NAS protection.
- Adaptive data deduplication — Combines global deduplication, inline deduplication, deduplication acceleration and in-place synthetics to speed up backups and optimizes storage capacity and WAN data transfer.



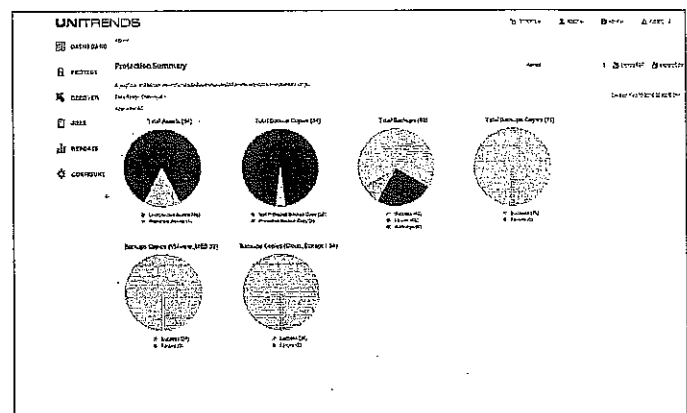
- Integration with easy-to-use RESTful API — Allows integration of Unitrends backup with custom applications.
- Highly intuitive user experience — Reduces management time by providing a dashboard view for identifying risk, solving problems, and managing storage.

Complete Recovery

- Cloud-empowered disaster recovery and business continuity — Backup and recovery in the cloud with Unitrends No Limits Cloud™, Forever Cloud, and Disaster Recovery as a Service (DRaaS), or to 3rd party clouds including Amazon Web Services (AWS), Azure, and Google.
- Recovery Assurance — automated recovery testing for Windows physical, VMWare, and Hyper-V virtual environments for incredibly low cost testing and complete confidence in recovery (optional add-on).
- Near continuous data protection — Enable backups as often as every 60 seconds for world class Recovery Point Objectives (RPOs).
- Unitrends Bridge — Transforms your Windows servers into virtual machines in just one click, so you can instantly recover a down server without setting up new hardware.
- Unified Bare Metal — 1-pass dissimilar bare metal restore.

Unparalleled Customer Support

- Free hardware for life — Enroll in our Pledge program for a free replacement appliance after year 4.
- Award-winning customer support — 98% customer satisfaction rating.



Unitrends Recovery Series
All-In-One Backup Appliances
 Data Sheet

Recovery Series Appliances Family Specifications												
	602	604	606	608	814S	818S	824S	926S	928S	938S	944S	946S
Raw Capacity (TB)	2	4	6	8	12	16	24	36	72	96	120	180
Suggested Backup (TB)	1.1	2.4	3.6	4.8	7.2	9.4	15	22	44	63	80	118
Form Factor	Short	Short	Short	Short	1U	1U	2U	2U	2U	3U	4U	4U
Processor Cores/ Threads	4/4	4/4	8/8	8/8	4/8	4/8	16/32	16/32	16/32	16/32	20/40	20/40
RAM (GB)	8	8	16	16	16	32	64	128	256	256	256	256
AES-NI	✗	●	●	●	●	●	●	●	●	●	●	●
IPMI	✗	✗	✗	✗	●	●	●	●	●	●	●	●
Hot Swap Drives	✗	✗	✗	✗	OS/Backup	OS/Backup	OS/Backup	OS/Backup	OS/Backup	OS/Backup	OS/Backup	OS/Backup
PCI Slots	✗	✗	✗	✗	2	2	5	5	5	5	5	5
STORAGE	602	604	606	608	814S	818S	824S	926S	928S	938S	944S	946S
SSD Flash (in GBs)	✗	✗	✗	✗	128	128	128	128	128	256	256	256
OS Disk (in TBs)	✗	✗	✗	✗	✗	✗	2x1	2x1	2x1	2x1	2x2	2x2
Backup Disk (in TBs)	2x2	2x4	2x6	2x8	4x4	4x8	8x4	8x6	11x8	16x8	34x4	34x6
RAID	1	1	1	1	5	10	1/6	1/6	1/6	1/60	1/60	1/60
NDMP (EMC, NetApp)	✗	✗	✗	✗	○	○	○	○	○	○	○	○
ARCHIVING CONTROLLER	602	604	606	608	814S	818S	824S	926S	928S	938S	944S	946S
USB 3.0	●	●	●	●	●	●	●	●	●	●	●	●
eSATA - 4 Port	✗	✗	✗	✗	●	●	●	●	●	●	●	●
SAS Controller (Disk, Tape)	✗	✗	✗	✗	○	○	○	○	○	○	○	○
MAJOR FEATURES	602	604	606	608	814S	818S	824S	926S	928S	938S	944S	946S
Adaptive Deduplication	●	●	●	●	●	●	●	●	●	●	●	●
Heterogeneous - Physical, Virtual, Unified	●	●	●	●	●	●	●	●	●	●	●	●
Cloud Enabled	●	●	●	●	●	●	●	●	●	●	●	●
Replication Target & Cross Replicate	●	●	●	●	●	●	●	●	●	●	●	●
Hot/Cold & Dissimilar Bare Metal	●	●	●	●	●	●	●	●	●	●	●	●

● Included ○ Optional ✗ Not Available

Unitrends Recovery Series

All-In-One Backup Appliances

Data Sheet

AES-256 Bit Encryption	●	●	●	●	●	●	●	●	●	●	●	●
Instant Recovery (P2V); (V2V); (V2P)	●	●	●	●	●	●	●	●	●	●	●	●
Recovery Assurance for vSphere, Hyper-V, & Windows Physical	○	○	○	○	○	○	○	○	○	○	○	○
1 GB Ethernet Ports	1	1	1	1	2	2	2†	2†	2†	2†	2†	2†
4x1 GB Ethernet	✗	✗	✗	✗	○	○	○	○	○	○	○	○
2x10 GB Ethernet*	✗	✗	✗	✗	○	○	●	●	●	●	●	●
1x8 GB Fibre Channel	✗	✗	✗	✗	○	○	○	○	○	○	○	○
MONITORING & MANAGEMENT	602	604	606	608	814S	818S	824S	926S	928S	938S	944S	946S
Single Pane of Glass	●	●	●	●	●	●	●	●	●	●	●	●
Backup Scheduling	●	●	●	●	●	●	●	●	●	●	●	●
Inclusion/ Exclusion Backup	●	●	●	●	●	●	●	●	●	●	●	●
Bandwidth Throttling	●	●	●	●	●	●	●	●	●	●	●	●
Comprehensive Reporting	●	●	●	●	●	●	●	●	●	●	●	●
Alert-Based Monitoring	●	●	●	●	●	●	●	●	●	●	●	●
PLATFORM CHARACTERISTICS	602	604	606	608	814S	818S	824S	926S	928S	938S	944S	946S
Width (inches)	16.8 (426 mm)	16.8 (426 mm)	16.8 (426 mm)	16.8 (426 mm)	17.2 (437 mm)	17.2 (437 mm)	17.2 (437 mm)	17.2 (437 mm)	17.2 (437 mm)	17.2 (437 mm)	17.2 (437 mm)	17.2 (437 mm)
Height (inches)	1.7 (43 mm)	1.7 (43 mm)	1.7 (43 mm)	1.7 (43 mm)	1.7 (43 mm)	1.7 (43 mm)	3.5 (89 mm)	3.5 (89 mm)	3.5 (89 mm)	5.2 (132 mm)	7 (178 mm)	7 (178 mm)
Depth (inches)	14 (356 mm)	14 (356 mm)	14 (356 mm)	14 (356 mm)	25.6 (650 mm)	25.6 (650 mm)	25.5 (647 mm)	25.5 (647 mm)	25.5 (647 mm)	25.5 (647 mm)	27.5 (699 mm)	27.5 (699 mm)
Unit Weight (Pounds)	14 (6.4 kg)	14 (6.4 kg)	14 (6.4 kg)	14 (6.4 kg)	32 (14.5 kg)	32 (14.5 kg)	69 (31.3 kg)	69 (31.3 kg)	69 (31.3 kg)	93 (42.2 kg)	122 (55.3 kg)	122 (55.3 kg)
Shipping Weight (Pounds)	18 (8.2 kg)	18 (8.2 kg)	18 (8.2 kg)	18 (8.2 kg)	45 (20.4 kg)	45 (20.4 kg)	76 (34.5 kg)	76 (34.5 kg)	76 (34.5 kg)	100 (45.4 kg)	154 (69.9 kg)	154 (69.9 kg)
AC Inputs (VAC)	100/240	100/240	100/240	100/240	100/240	100/240	100/240	100/240	100/240	100/240	100/240	100/240
AC Power Consumption (W)	200	200	200	200	500	500	920	920	920	920	1000	1000
Redundant Power Supply	✗	✗	✗	✗	●	●	●	●	●	●	●	●
Heat Generated While Operating (BTUs)	1023	1023	1023	1023	2081	2081	3750	3750	3750	3750	4100	4100
Non-Operating Vibration	350	350	350	350	350	350	350	350	350	350	350	350
Operating Shock (2ms(Gs))	65	65	65	65	65	65	65	65	65	65	65	65
Non-Operating Shock (1ms(Gs))	350	350	350	350	350	350	350	350	350	350	350	350

● Included ○ Optional ✗ Not Available

† 2x10 GbE RJ45 Copper is standard on the 824S and up. Supports 10GBASE-T, 100BASE-TX, and 1000BASE-T. SFP+ Fiber can optionally be added.

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title: John Oese/Contracts Specialist

Representative's Signature: [Signature]

Name of Company: SHI International Corp.

Tel. No.: 888-764-8888

Date: _____

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): John Oese/Contracts Specialist

Representative's Signature: 

Name of Company: SHI International Corp.

Tel. No.: 888-764-8888

Date: 06-01-17

Minority/Woman Business Enterprise (MWBE) Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: SHI International Corp.

Address: 290 Davidson Avenue, Somerset, NJ 08873-4145

Telephone No: 888-764-8888

Contact Name : Dasha Flagg

Please check applicable category :

_____ Minority Owned Business (MBE) X Minority & Woman Owned Business (MWBE)

Woman Owned business (WBE) _____ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: SHI INTERNATIONAL CORP.

Trade Name:

Address: 290 DAVIDSON AVENUE
SOMERSET, NJ 08873

Certificate Number: 0078008

Effective Date: December 11, 1989

Date of Issuance: August 24, 2017

For Office Use Only:

20170824124730497



State of New Jersey
Department of the Treasury
Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno

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**Notice of Award
Term Contract(s)**

**M-0003
SOFTWARE LICENSE & RELATED SER**

Vendor Information
By Vendor
Email to JULIE MCGOWAN

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

[Download All Documents](#)

- [SaaS Guidelines Worksheet](#) Adobe PDF (67 kb)
- [Scope of Work Requirements](#) Adobe PDF (13 kb)
- [Software Publisher Service Provider Agreement](#) Adobe PDF (kb)
- [Standard Terms and Conditions 2011](#) Adobe PDF (93 kb)
- [Standard Terms and Conditions Addendum 2015](#) Adobe PDF (kb)
- [State of NJ License Agreements Requirements](#) Adobe PDF (9 kb)
- [Documentation Requirements](#) Adobe PDF (41 kb)
- [Custom Agreements List](#) Adobe PDF (84 kb)
- [State Contract Manager](#) Adobe PDF (13 kb)
- [Method of Operation](#) Adobe PDF (445 kb)

The **Download All Documents** hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

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NOAs By Number

NOAs By Title

Search NOAs

Index #:	M-0003
Contract #:	VARIOUS
Contract Period:	FROM: 09/01/15 TO: 06/30/20
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	24052
Bid Open Date:	00/00/00
CID #:	
Commodity Code:	-
Set-Aside:	NONE

CONDITIONS AND METHODS OF OPERATION



State of New Jersey
Department of the Treasury

— Division of Purchase and Property —

Governor Chris Christie • Lt. Governor Kim Guadagno

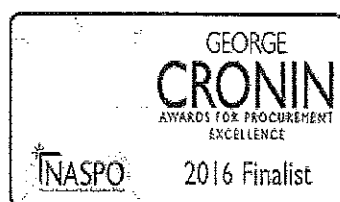
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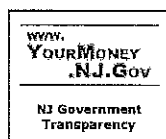
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ITS58



Disaster-Related Contracts



SPECIAL NOTICE

Aug-17-2015

Notice of Intent to Participate in Cooperative Contract - Software License & Related Services

Notice is hereby given that the State of New Jersey intends to enter into a publically advertised cooperative purchasing agreement for Software License & Related Services.

The State of New Jersey anticipates joining the Commonwealth of Massachusetts contract for Software Reseller (ITS58) in the September 2015 timeframe. The State of New Jersey expects to award contracts to:

Vendor
CDW Government LLC
Dell Marketing, L.P.
Insight Public Sector Inc.
PCMG Inc.
SHI International Corp

The ITS58 contract has a term of June 29, 2015 through June 30, 2020 with no option to renew.

Under N.J.S.A. 52:34-6.2, the State of New Jersey is authorized to join competitively bid and awarded cooperative purchasing agreements.

Note that the comment period ends with the close of business on August 31, 2015.

[Return to Previous Page](#)

Last Updated: Monday, 08/17/15



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	INSIGHT PUBLIC SECTOR INC 6820 S HARL AVE TEMPE, AZ 85283
Contact Person:	FRED TAFOYA
Contact Phone:	800-467-4448
Order Fax:	000-000-0000
Contract#:	89853
Expiration Date:	06/30/20
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	PCMG INC 14120 NEWBROOK DR STE 100 CHANTILLY, VA 20151
Contact Person:	BILL ABRAMS
Contact Phone:	201-655-0251
Order Fax:	000-000-0000
Contract#:	89854
Expiration Date:	06/30/20
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873
Contact Person:	NICK GRAPPONE
Contact Phone:	732-564-8189
Order Fax:	000-000-0000
Contract#:	89851
Expiration Date:	06/30/20
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	YES
Women Business Enterprise:	YES
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

CONTRACT ITEMS/SERVICES BY VENDOR					
Vendor: CDW GOVERNMENT LLC			Contract Number: 89849		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 208-80-076100 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: GENERAL SOFTWARE	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 208-80-076482 [COMPUTER SOFTWARE FOR	1.000	EA	NET	N/A

	SOFTWARE RELATED SERVICES (INCLUDING TRAINING)				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 208-80-076499 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE AS A SOLUTION (SAAS)	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-076498 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: APPLIANCES (AS DEFINED IN THE METHOD OF OPERATION)	1.000	EA	NET	N/A
Vendor: SHI INTERNATIONAL CORP Contract Number: 89851					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 208-80-076100 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: GENERAL SOFTWARE	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 208-80-076482 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: MAINTENANCE AND SUPPORT	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 208-80-076145 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE RELATED SERVICES (INCLUDING TRAINING)	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 208-80-076499 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: SOFTWARE AS A SOLUTION (SAAS)	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 208-80-076498 [COMPUTER SOFTWARE FOR MICROCOMPUTERS,...] ITEM DESCRIPTION: APPLIANCES (AS DEFINED IN THE METHOD OF OPERATION)	1.000	EA	NET	N/A



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Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-750

Agenda No. 10.Z.30



WITHDRAWN

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO BROADVIEW NETWORKS, INC. FOR VOICE COMMUNICATION NETWORK SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, funding is required to provide voice and data telecommunication network services to (Plain Old Telephone lines, Primary Rate Interface lines and the Internet); and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Broadview Networks Inc. P.O. Box 9242, Uniondale, New York 11555 is in possession of State Contract No. A85017, and will provide voice communication network services for a total contract amount of fifty seven thousand dollars (\$57,000.00); and

WHEREAS, funds are available for this contract in the Operating Account;

Acct #	P.O. #	State Contract	Total Contract
01-201-31-435-620	126129	A85017	\$57,000.00

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$57,000.00 for voice communication network services is awarded to Broadview Networks, Inc.
2. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12;
3. The term of the contract shall be effective July 1, 2017 through December 31, 2017; and
4. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.

(Continued to page 2)

City Clerk File No. Res. 17-750Agenda No. 10.Z.30

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO BROADVIEW NETWORKS, INC. FOR VOICE COMMUNICATION NETWORK SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

I, _____, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Operating Account;

Acct #	P.O. #	State Contract	Total Contract
01-201-31-435-620	126129	A85017	\$57,000.00

Approved by _____
 Peter Folgado, Director of Purchasing
 RPPO, QPA

8/31/17
 Date

PF/pv/RR
 8/28/17

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

WITHDRAWN

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											9.13.17	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	
GAJEWSKI				YUN				RIVERA				
GADSDEN				OSBORNE				WATTERMAN				
BOGGIANO				ROBINSON				LAVARRO, PRES				

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

 Rolando R. Lavarro, Jr., President of Council

 Robert Byrne, City Clerk

RESOLUTION FACT SHEET- CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO BROADVIEW NETWORKS, INC. FOR VOICE COMMUNICATION NETWORK SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF INFORMATION TECHNOLOGY

Initiator

Department/Division	Administration	Information Technology
Name/Title	Bernadette Kucharczuk	Director of Information Technology
Phone/email	201-547-4442	bkucharczuk@jenj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

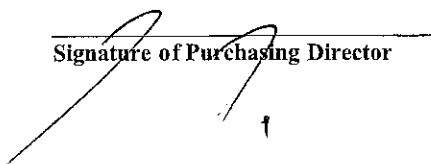
The city currently has traditional voice telecommunication services under state contract with Broadview. The Telecommunications Analyst is reviewing the infrastructure needs and will be making a recommendation shortly about modifying our services in a way that will save money; however, this work is not yet completed and she needs additional time to bring that solution forward. We must continue to have and pay for our existing telephone services until a transition can be completed. Existing services includes voice and data circuits feeding the City's VOIP telephone system (PRLs), POTS lines for fax machines/alarm systems/miscellaneous voice service and Internet service for the City of Jersey City.

This resolution extends our current services under state contract until the end of this fiscal year when we anticipate the new solution will be approved and implemented.

I certify that all the facts presented herein are accurate.


Signature of Department Director

08/31/17
Date


Signature of Purchasing Director

08/31/17
Date



PO BOX 9242
UNIONDALE, NY 11555-9242

Account Number: 201-324-AAAD 342
Invoice Number: 17325424
Invoice Date: 8/12/17
Due Date: 8/31/17

TOTAL AMOUNT DUE: \$28,548.60
BILL PERIOD: 7/12/17-8/11/17

CITY OF JERSEY CITY
13-15 LINDEN AVE E
JERSEY CITY NJ 07305-4775



BILLING SUMMARY DESCRIPTIONS

**GET A NEW
ADVANCED UNIFIED
COMMUNICATIONS
SYSTEM WITH NO \$\$
OUT OF POCKET FOR
NEW EQUIPMENT.**

OfficeSuite®
1-800-BROADVIEW

Previous Balance	\$66,751.29
Payment Received - Thank You!	(\$47,777.58)
Adjustments	\$0.00
Balance Forward	\$18,973.71
Services	
Line Charges, Features & Fees	\$6,180.52
Usage	\$636.35
Taxes & Surcharges	\$2,758.02
Total Current Charges	\$9,574.89
Total Amount Due	\$28,548.60

Questions? Please contact your Service Manager, George Michaelides at 866-244-1000.

Special Messages This Month

- BROADVIEW IS NOW PART OF WINDSTREAM!
- The combination of the two companies will provide customers with access to a more comprehensive suite of communications services, including SD-WAN.
- As a Broadview customer, there are no changes to your services, terms or support level. Your current services and support contacts remain the same.
- Ask your sales representative about our new unified communications and collaboration services.
- To avoid delays in payment processing, please be sure to mail your payment to the address on the remittance portion of this bill.
- Please see our integration page at www.windstream.com/broadview for more information. Thank you for being a loyal Broadview customer.

Visit us online at www.broadviewnet.com

RCVD BY JCIT AUG 22 2017

Invoice# 17325424

Remittance

Name:	CITY OF JERSEY CITY
Account Number:	201-324-AAAD
Payment due on/before:	8/31/17
Total Amount Due	\$28,548.60
Amount Enclosed	

BROADVIEW NETWORKS
PO BOX 9242
UNIONDALE NY 11555-9242



Please return this stub with your check made payable to
"Broadview Networks" by
8/31/17

Please note your account number 201-324-AAAD on your check.

Broadview Networks Bill Explanation

Broadview Networks offers customers a simple, easy-to-read bill consisting of 4 levels of detail:

- 1) Billing Summary Statement
- 2) Total Account Summary
- 3) Location Summary
- 4) Service Number Summary

1. Billing Summary Statement – This first page has a number of notable components:

- ♦ Billing Summary Descriptions – This section displays the previous month's billing for your account, payments and adjustments, and balance remaining. It also displays current month charges, and total amount due.
- ♦ Special Messages are our way of helping to keep you informed of new price plans, service upgrades, promotions, special offers and savings.
- ♦ At the bottom of your bill is the remittance slip with the due date and total amount due for this billing period. Please return this slip along with your check made payable to Broadview Networks.
- ♦ If your payment for your previous month's bill is received by Broadview Networks after the noted due date, the payment will appear on your following bill statement.

2. Total Account Summary – Consolidates your monthly bill details for all of your telephone lines on one easy-to-read page, making it quick and simple to review the major components of your bill.

Line Charges, Features & Fees – This section details charges for access lines, features, cost recovery surcharges, other monthly charges and fees. A Non-Recurring Charges Summary appears below this section if any one-time charges are billed. Pro-rated services are included in Non-Recurring Charges.

Local, Regional and Long Distance Usage Summary – Summarizes all of your activity for the period, including Local, Regional and Long Distance calls.

Taxes and Surcharges – Summarizes all federal, state and local government taxes and other surcharges.

Other Itemized Usage, Calling Card, and Toll-Free Summary – This section summarizes other charges to your account during the period such as directory assistance, calling card, and toll-free calls.

3. Location Summary – If you have more than one location, this section consolidates all of your billing information for each individual location. The format is the same as the Total Account Summary. Here you will also see management and graphical reports that help you quickly view some of the key areas of usage for each location.

Account Codes – If you use account codes, you will see a separate section that provides a breakdown of your calls by the code entered. An opportunity for your business to track calls by departments, projects or clients.

4. Service Number Summary – This section lists monthly charges and usage amounts for each telephone number on your account. In addition, it itemizes all long distance calls made during the billing period.

IMPORTANT INFORMATION CONCERNING YOUR TELEPHONE SERVICE

All charges must be paid each month to keep your account current and to prevent disruption of services. Nonpayment of the charges for services identified below may result in disconnection of your local service.

1. Nonrecurring Local Charges (Service Order Charges, Connection Charges, Restoral Charges)
2. Monthly Recurring Local Charges (Dial Tone, Custom Calling Features, etc.)
3. Local Usage (Itemized Services, Summarized Services, Directory Assistance, etc.)
4. FCC Line Charges
5. Universal Service Fund Charges
6. State Relay Surcharges

Nothing above shall preclude Broadview Networks from disconnecting other services for nonpayment.

We appreciate the opportunity to serve you and look forward to bringing you exciting new products and services in the future. Be sure to check out our e-Care center at www.broadviewnet.com. There you can review, pay and even download a copy of your bill.

Peter Folgado

SL KES0

From: Shirley Marcano
Sent: Tuesday, August 22, 2017 4:44 PM
To: Bernadette Kucharczuk; Dwight Hardie; Patrice Lambert; Patricia Vega
Cc: Peter Folgado
Subject: FW: Req. 180284
Attachments: 0180284 - Broadview Networks.pdf

Req. & backup for Broadview Networks

From: Shirley Marcano
Sent: Tuesday, August 22, 2017 4:04 PM
To: John Mercer <jmercer@jcnj.org>
Subject: Req. 180284

Please Approve this resolution for voice and data , Broadview is under state contract.

Shirley Marcano
Fiscal Officer

City of Jersey City
Department of Administration
IT Division
13 Linden Ave. East
Jersey City, NJ 07305
201-547-4890
Direct Fax : 201-369-7218
smarcano@jcnj.org



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: BROADVIEW NETWORKS, INC.

Trade Name:

Address: 500 FASHION AVE FL 2A
NEW YORK, NY 10018-4982

Certificate Number: 0360997

Effective Date: January 04, 1999

Date of Issuance: August 24, 2017

For Office Use Only:

20170824123442000



State of New Jersey

Department of the Treasury

Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno

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**Notice of Award
Term Contract(s)**

T-1297

VOICE COMMUNICATIONS NETWORK SERVICES

Vendor Information
By Vendor
RFP Documents
Email to GREGORY BUDDIE

Downloadable NOA Documents
(Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- State Contract Manager Adobe PDF (8 kb)
- Method of Operation Adobe PDF (20 kb)
- Price List - Broadview Adobe PDF (148 kb)
- Price List - AT&T Adobe PDF (380 kb)
- Subcontractor List Adobe PDF (6 kb)
- Amendment #1 - Change in Scope Adobe PDF (19 kb)
- Amendment #2 - Price List Update(s) Adobe PDF (18 kb)

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NOAs By NumberNOAs By TitleSearch NOAs

Index #:	T-1297
Contract #:	VARIOUS
Contract Period:	FROM: 10/01/13 TO: 09/30/18
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	22465
Bid Open Date:	04/17/13
CID #:	1040118
Commodity Code:	915-77
Set-Aside:	NONE

CONDITIONS AND METHODS OF OPERATION

Multi-Source Contracts: State Agencies and Cooperative Purchasing partners should review each vendor's product/service and prices carefully and place orders in accordance with the terms and conditions of the contract. Note that

A. Delivery: All prices F.O.B. Destination

B. Method of Operation - State Agencies Only:

Issue an agency purchase order to the appropriate contract vendor(s).

***IMPORTANT: POLITICAL SUBDIVISION & OTHER COOPERATIVE PURCHASING PARTICIPANTS**

In accordance with N.J.S.A. 40A:11-11(5), N.J.S.A. 52:25-16.1 et seq. and N.J.A.C. 5:34-1.7, all Cooperative Purchasing Program participants are responsible for ensuring that the Purchase Order Issued reflects the correct contract item pricing and that payment is processed accordingly. Note that only these items/services specified in the applicable State contract(s) may be purchased from the contract vendor(s) of record. Cooperative Purchasing participants assume full responsibility for all purchase transactions issued through State contracts, including Purchase Orders, delivery compliance, and payments.

Questions, problems or complaints related to Cooperative Purchasing contact:

Cooperative Purchasing Coordinator
PO Box 230
Trenton, NJ 08625
(609) 984-7047

In the event of an emergency, contact the following in the order listed:

GREGORY BUDDIE	PROCUREMENT SPECIALIST	609-984-6237
PENI MACMEEKIN	PROCUREMENT SPECIALIST SUPERVISOR	609-292-8677
KEVIN MOORE	ASSISTANT DIRECTOR	609-984-0756
	PUB DATE:	01/28/16

VENDOR INFORMATION

Vendor Name & Address:	AT&T CORP 1 AT&T WAY RM 4A252A BEDMINSTER, NJ 07921
Contact Person:	PAUL SEIFRIED
Contact Phone:	908-234-3475
Order Fax:	908-234-5317
Contract#:	85016
Expiration Date:	09/30/18
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	BROADVIEW NETWORKS 800 WESTCHESTER AVENUE RYE BROOK, NY 10573
Contact Person:	JOY BLAIR
Contact Phone:	212-404-5302
Order Fax:	914-922-9377
Contract#:	85017
Expiration Date:	09/30/18
Terms:	2% 20 NET 30
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	

CONTRACT ITEMS/SERVICES BY VENDOR					
Vendor: AT&T CORP			Contract Number: 85016		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 915-77-083262 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: BUSINESS LINES SEE SCHEDULE A FOR PRICING 02	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 915-77-085078 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: BUSINESS TRUNKS SEE SCHEDULE C FOR PRICING	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 915-77-085081 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: OUTBOUND TOLL CALLING SEE SCHEDULE F FOR PRICING	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 915-77-085082 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: TOLL-FREE CALLING SEE SCHEDULE G FOR PRICING	1.000	LOT	NET	N/A
Vendor: BROADVIEW NETWORKS			Contract Number: 85017		
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 915-77-083262 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: BUSINESS LINES SEE SCHEDULE A FOR PRICING	1.000	LOT	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 915-77-085078 [COMMUNICATIONS AND MEDIA RELATED...] ITEM DESCRIPTION: BUSINESS TRUNKS SEE SCHEDULE C FOR PRICING	1.000	LOT	NET	N/A

Downloadable RFP Documents
(Please utilize scroll bar on right side of box if necessary to
view all documents)

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, demotion, and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA312 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/divisions/economic/contractor_compliance)

The contractor and its subcontractors shall file in such reports or other documents to the Division of Purchase & Property, CCAU, LEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, LEO Monitoring Program, for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that its company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.A.C. 17:27-31 and N.J.A.C. 17:27
MANDATORY FOR EMPLOYMENT OPPORTUNITY LANGUAGE
(with Professional Services and General Service Contracts)
(Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of Exhibit A and

understands that their contract company's bid shall be rejected or annulled if said contractor fails to comply with the requirements of N.J.S. 17:27-31 and N.J.A.C. 17:27.

Representative's Name Title Position

Representative's Signature

Name of Company

Tel. No. 914 988 7000

Date 3/27/17

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____ (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from arbitration or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense in cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not release the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other action available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name: Kelly B. Lark / Director Staffing
Representative's Title: Director Staffing
Name of Company: BROADVIEW NETWORKS
Contract No.: 914-922-2000 Date: 3/27/17

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Broadview Networks
Address: 800 Westchester Ave. Suite 501N, Rye Brook NY
Telephone No: (914) 938-7000 10573
Contact Name: Kelly Blaise

Please check applicable category:

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan Native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.


The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): John Qese/Contracts Specialist

Representative's Signature: 

Name of Company: SHI International Corp.

Tel. No.: 888-764-8888

Date: 06-01-17

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-751

Agenda No. 10.Z.31



WITHDRAWN

RESOLUTION AUTHORIZING PAYMENT FOR REQUIRED MITIGATION OF UNFORESEEN CONDITIONS ENCOUNTERED AND REQUIRED STORM WATER MANAGEMENT SYSTEM DESIGN MODIFICATIONS DURING THE CONSTRUCTION OF THE CITY HALL ANNEX ON MARTIN LUTHER KING DRIVE

COUNCIL AS A WHOLE, offered and moved adoption of the following resolution:

WHEREAS, pursuant to City Ordinance 15,020, a Lease/Purchase Agreement (the "Agreement") between Jersey City Municipal, LLC, as Landlord and City of Jersey City (the "City") as Tenant was executed on April 23, 2015 for office space to be constructed at the Martin Luther King Hub on a portion of Lot 17, Block 21201, at the intersection of Kearney Avenue and Martin Luther King Drive; and

WHEREAS, during the construction, various unforeseen conditions were encountered that required specific out of scope services to properly mitigate said conditions; and

WHEREAS, all remaining critical path scheduled construction work could not proceed until the unforeseen conditions were adequately mitigated; and

WHEREAS, the unforeseen conditions encountered included contaminated soils, contaminated groundwater, structurally unsuitable soils and significant buried construction debris from previous uses of the site, considered MATERIALS OF ENVIRONMENTAL CONCERN; and

WHEREAS, pursuant to Paragraph 26 of the Agreement titled MATERIALS OF ENVIRONMENTAL CONCERN, the City as tenant is solely responsible for conducting and funding all remediation work required to satisfy prevailing Environmental Laws; and

WHEREAS, the State of New Jersey's Best Management Practices for Storm Water Management and the furtherance of the City's Storm Water Management Ordinance promulgated design modifications requiring the construction of an underground storm water management system and associated modifications to the downstream storm water system design, considered ALTERATIONS; and

WHEREAS, pursuant to Paragraph 11 of the Agreement titled ALTERATIONS, the City as tenant may make any alteration subject to the requirement that it shall promptly pay all costs and expenses associated with any alteration; and

WHEREAS, the total costs incurred by Jersey City Municipal, LLC in mitigating the unforeseen conditions and implementing the storm water management design modifications equal \$394,779.00; and

WHEREAS, funds in the amount of \$394,779.00 are available in Account No. 04-215-55-949-990; and

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the City is authorized to pay Jersey City Municipal, LLC an amount not to exceed \$394,779.00 for the mitigation of unforeseen conditions and the implementation of storm water management design modifications as referenced above.

I, Donna Mauer, Chief Financial Officer, hereby certify that funds in the amount of \$394,779.00 are available in Account No. 04-215-55-949-990

APPROVED: Jose R. Cunha

APPROVED AS TO LEGAL FORM

SD
9/1/17

APPROVED: _____

Business Administrator

Corporation Counsel

JRC
8-31-17

WITHDRAWN

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING PAYMENT FOR REQUIRED MITIGATION OF UNFORESEEN CONDITIONS ENCOUNTERED AND REQUIRED STORM WATER MANAGEMENT SYSTEM DESIGN MODIFICATIONS DURING THE CONSTRUCTION OF THE CITY HALL ANNEX ON MARTIN LUTHER KING DRIVE

Project Manager

Department/Division	Administration	
Name/Title	Robert Kakoleski	Business Administrator
Phone/email	201-547-4642	rjkakoleski@cnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

During the construction of the City Hall Annex, various unforeseen conditions were encountered that required specific out of scope services to properly mitigate said conditions, including contaminated soils, contaminated groundwater, structurally unsuitable soils and significant buried construction debris from previous uses of the site. Also, a storm water management system was required by the JCMUA to be added to the design plans to be in conformance with State regulations and the City ordinances. All of this additional work had to be performed before the remainder of the critical path schedule could proceed. Jersey City Municipal, LLC coordinated and funded all of this additional work. Pursuant to City Ordinance 15.020 - Lease/Purchase Agreement between Jersey City Municipal, LLC and the City of Jersey City, the City must now reimburse Jersey City Municipal, LLC for all costs incurred relative to said additional work.

Cost (Identify all sources and amounts)

Funds in the amount of \$394,779.00 are available in Account No. 04-215-55-949-990

Contract term (include all proposed renewals)

For the duration of the project to build the City Hall Annex

Type of award Lease/Purchase Agreement

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

9/5/17



CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ENGINEERING,
TRAFFIC AND TRANSPORTATION
MUNICIPAL SERVICES COMPLEX
13 LINDEN AVENUE EAST | JERSEY CITY, NJ 07305
P: 201 547-4411



STEVEN M. FULOP
MAYOR OF JERSEY CITY

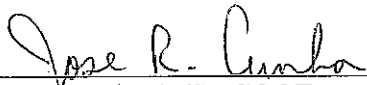
ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: August 31, 2017
TO: Rolando L. Lavarro Jr., Council President and Council Members
CC: Robert Kakoleski, Business Administrator
Greg Corrado, Asst. Business Administrator
Peter Folgado, Purchasing Agent
FROM: Jose R. Cunha, Municipal Engineer, P.E., C.M.E.
SUBJECT: Payment for Mitigation of Unforeseen Conditions
City Hall Annex Project

The enclosed resolution approves reimbursement to Jersey City Municipal, LLC for costs incurred directly related to the mitigation of unforeseen conditions and the alteration of the storm water management system design, during the construction of the City Hall Annex project. All of this additional work had to be performed before the remainder of the critical path schedule could proceed.

Pursuant to City Ordinance 15.020 - Lease/Purchase Agreement between Jersey City Municipal, LLC and the City of Jersey City, the City must now reimburse Jersey City Municipal, LLC for all costs incurred relative to said additional work.



Jose R. Cunha, P.E., C.M.E.,
Municipal Engineer

Requisition #

0180378

CITY OF JERSEY CITY

394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition

Assigned PO #

Vendor

Dept. Bill To
ENG, TRAFF & TRANS
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

Dept. Ship To
ENG, TRAFF & TRANS
13-15 LINDEN AVE. EAST
JERSEY CITY NJ 07305

Contact Info
Joe Cunha, PE, CME
0000000201

Quantity	UOM	Description	Account	Unit Price	Total
1.00	RES	CITY HALL ANNEX-MLK	04-215-55-949-990	394,779.00	394,779.00

THIS PURCHASE ORDER IS ISSUED FOR ENCUMBRANCY
PURPOSES ONLY TO ESTABLISH FUNDING FOR:

REQUIRED MITIGATION OF UNFORSEEN CONDITIONS
ENCOUNTERED AND REQUIRED STORM WATER MANAGEMENT
SYSTEM DESIGN MODIFICATIONS DURING THE
CONSTRUCTION OF THE CITY HALL ANNEX ON MARTIN
LUTHER KING DRIVE

AMOUNT TO BE CERTIFIED \$394,779.00
AMOUNT OF THIS REQUISITION \$394,779.00
FUNDING SOURCE: ENGINEERING ENVIRONMENTAL ACCOUNT

Requisition Total 394,779.00

Req. Date: 08/30/2017
Requested By: ODOM

Buyer Id:

Approved By: _____

Jose B. Cunha

This Is Not A Purchase Order

JERSEY CITY MUNICIPAL, LLC

MLK HUB PLAZA

August 22, 2017

City of Jersey City
City of Jersey City, NJ 07304

Premises Address
Martin Luther King Hub Plaza
Intersection of Kearney Avenue and MLK Drive
Jersey City, New Jersey 07305

DATE	CODE	DESCRIPTION	CHARGES	PAYMENTS	CHECK #	CURRENT DUE
8/22/2017	TI	TI- Change Order	394,779.00			394,779.00
GRAND TOTAL FOR:						\$394,779.00

Should you have any questions, please feel free to contact us at sgorney@brandywine-financial.com or (610) 388-9600 X246.

MAKE CHECKS PAYABLE TO:

REMIT TO:

Jersey City Municipal, LLC
P.O. Box 500
Chadds Ford, PA 19317
Phone: 610-388-9600 X246



CONTRACTORS • CONSTRUCTION MANAGERS

3001 Market Street
Philadelphia, PA 19104

(215) 243-2000t

(215) 243-4930f

www.intechconstruction.com

Monday, August 8, 2016

Mr. Eric Moore
Jersey City Municipal, LLC
2 Ponds Edge Drive
P. O. Box 500
Chadds Ford, PA 19317

RE: 16-008 Jersey City Municipal Annex
INTECH Construction Job # 16-008
CE # 002 - Scope Changes (Site Work)

Dear Mr. Moore:

Attached please find our proposal to provide all labor, materials and equipment required to perform the work associated with **Cost Event # 002 Scope Changes (Site Work)**, for the sum of **\$290,363.00**. We are also requesting a **15 day schedule extension** due to the additional work that cannot be completed concurrently with the base scope of the project.

This cost proposal reflects the added scope of work associated with changes incorporated into the 100% CD civil documents including the addition of a new underground storm water detention basin and soil exchange based on the Geotechnical Report.

This work is beyond the scope of work which was used to establish the Guaranteed Maximum Price of the project. In lieu of an increase to the GMP in the amount noted above, we propose carrying this cost against the Contingency/Reserve.

In the event INTECH's construction costs plus fee on this project exceeds the GMP, Jersey City Municipal, LLC agrees to issue a change order to the GMP in the amount of the overrun. In the event there are savings at the end of the project, INTECH is entitled to 100% the 1st \$154,695 in savings plus 50% of the savings thereafter.

Please sign in space provided as your acceptance of this contingency adjustment cost event # 024 and agreement to pay for this work as set forth above. The contingency funds will be reduced by this amount.

If you have any questions, or require additional information or clarifications, please do not hesitate to contact our office at your earliest convenience.

** including contingency dollars
remaining*

Sincerely,

INTECH Construction, Inc.


Darrin Reazor
Sr. Project Manager

Approved by:

Mr. Eric Moore


Jersey City Municipal, LLC

cc: David Maguire DEM
Craig Sabatino
Brad Ryals
Michael Keating

File - CE # 002



Cost Event Proposal

Cost Breakdown

16-008 Jersey City Municipal Annex
Kearney Street and Martin Luther King Drive
Jersey City, NJ 07305

Project # 16-008
Tel: Fax:

INTECH Construction

CE #: 002	7/18/2016	Scope Changes (100% CD) - Sitework - REV1	
Category	Reason	Date Submitted	Reference
Contingency Adjustment	Approved	8/16/2016	
Notes			

We reserve the right to request an extension of contract completion time and additional costs resulting therefrom at a later date when the full impact of this change is determined. This cost event is a lump sum cost proposal and the scope of work is limited to the items shown below.

Summary:

Requested Days:	Approved Days:	Budget:	Proposed	Approved
15	0		\$290,363	\$0

Itemized Details:

General Description	Proposed	Approved
	\$350,215	\$0
Provide additional site work per the attached award recommendation and bid breakdown		
	\$2,331	\$0
Project Management - 27hrs @ \$86.32/hr		
	\$15,600	\$0
Project Supervision - 3wks x 40hrs/wk @ \$130/hr		
	\$3,975	\$0
General Requirements - \$1,325/wk x 3wks		
	\$(81,758)	\$0
Owner's Contingency - (\$81,758)		

INTECH

CONTRACTORS + CONSTRUCTION MANAGERS

3001 Market Street
Philadelphia, PA 19104
(215) 243-2000t
(215) 243-4930 f
www.intechconstruction.com

Monday, January 23, 2017

Mr. Eric Moore
Jersey City Municipal, LLC
2 Ponds Edge Drive
P. O. Box 500
Chadds Ford, PA 19317

RE: 16-008 Jersey City Municipal Annex
INTECH Construction Job # 16-008
CE # 016 - Soil Contamination - Chromium - REV1

Dear Mr. Moore,

Attached please find our proposal to provide all labor, materials and equipment required to perform the work associated with **Cost Event # 016 Soil Contamination - Chromium - REV1**, for the sum of **\$24,234.00**.

Per previous discussion, INTECH has agreed to absorb the 12-day delay into the project schedule and defer and/or accelerate work as needed to maintain the project end date under the condition that the schedule will be extended if needed for some other reason later. Cost for absorbing this delay are excluded from this proposal. We reserve our right to revisit costs associated with the delay at a future date.

Please sign in space provided as your acceptance of this out of scope cost event # 016. A formal change order to adjust the overall GMP value will follow.

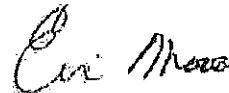
If you have any questions, or require additional information or clarifications, please do not hesitate to contact our office at your earliest convenience.

Sincerely,




Darrin Reazor
Senior Project Manager

Approved by:
Mr. Eric Moore



Jersey City Municipal, LLC

cc:

David Maguire 
Michael Keating
Jason Borusiewicz
File - CE # 016
Tickler

Attachment



Cost Event Proposal

Cost Breakdown

16-008 Jersey City Municipal Annex
Kearney Street and Martin Luther King Drive
Jersey City, NJ 07305

Project # 16-008
Tel: Fax:

INTECH Construction

CE #: 016	9/2/2016	Soil Contamination - Chromium - REV1	
Category	Reason	Date Submitted	Reference
Out of Scope	Submitted	1/23/2017	

Notes

8/26/16 - Chromium encountered while excavating SE corner of the site. Maser and BF notified.
9/1/16 - Chromium confirmed through testing and Maser advised LSRP needed to be assigned and all work must stop until directed otherwise by LSRP.
9/6/16 - LSRP assigned.
9/12/16 - Test result received characterizing chromium, surrounding soil, soil stock pile and ground water.
9/15/16 - Signed soil disposal source form received from BF
9/19/16 - LSRP cleared work to restart elsewhere on-site.
9/22/16 - Remediation complete in SE corner.
9/23/16 - Dewatering of cistern with vacuum truck complete. Ground water table continues to refill cistern.
10/17/16 - Frak tank delivered. Cistern de-watered while backfilling took place.
10/18/16 - Dewatering and backfilling complete.

We reserve the right to request an extension of contract completion time and additional costs resulting therefrom at a later date when the full impact of this change is determined. This cost event is a lump sum cost proposal and the scope of work is limited to the items shown below.

Summary:

Requested Days:	Approved Days:	Budget:	Proposed	Approved
6	0		\$24,234	\$0

Itemized Details:

General Description	Proposed	Approved
INTECH Construction	\$5,045	\$0
Removal of Chromium contaminated soil. Dewatering and disposal of contaminated ground water from cistern. Chromium contaminated soil stockpiled on site for disposal by others. EISCO invoice 49289 dated 9/28/16.		
INTECH Construction	\$6,368	\$0
INTECH labor and misc expense. See attached billing detail report.		
Carson Corporation	\$9,534	\$0
Dewatering tank and disposal for Cistern due to water contamination. Portion of Carson COR#5 dated 11/3/16. (OOS)		
INTECH Construction	\$1,745	\$0
Disposal of chromium contaminated soil. EISCO proposal dated 1/17/17. (OOS)		
	\$272	\$0



Cost Breakdown

Subguard (1.2%)	\$145	\$0
Payment & Performance Bond (0.6%)	\$267	\$0
Insurance (1.1%)	\$858	\$0
CM Fee (3.5%)		

INTECH

CONTRACTORS + CONSTRUCTION MANAGERS

3001 Market Street
Philadelphia, PA 19104
(215) 243-2000t
(215) 243-4930 f
www.intechconstruction.com

Friday, February 10, 2017

Mr. Eric Moore
Jersey City Municipal, LLC
2 Ponds Edge Drive
P. O. Box 500
Chadds Ford, PA 19317

RE: 16-008 Jersey City Municipal Annex
INTECH Construction Job # 16-008
CE # 026 - Disposal of Trash/Debris Encountered During Excavation

Dear Mr. Moore,

Attached please find our proposal to provide all labor, materials and equipment required to perform the work associated with **Cost Event # 026 Disposal of Trash/Debris Encountered During Excavation**, for the sum of **\$40,395.00**.

Please sign in space provided as your acceptance of this out of scope cost event # 026. A formal change order to adjust the overall GMP value will follow.

If you have any questions, or require additional information or clarifications, please do not hesitate to contact our office at your earliest convenience.

Sincerely,




Darrin Reazor
Senior Project Manager

Approved by:
Mr. Eric Moore

Jersey City Municipal, LLC

cc:

David Maguire 
Michael Keating
Jason Borusiewicz
File - CE # 026
Tickler

Attachment



CONTRACTORS • CONSTRUCTION MANAGERS

Cost Event Proposal

Cost Breakdown

16-008 Jersey City Municipal Annex
Kearney Street and Martin Luther King Drive
Jersey City, NJ 07305

Project # 16-008
Tel: Fax:

INTECH Construction

CE #: 026	11/9/2016	Disposal of Trash/Debris Encountered During Excavation	
Category	Reason	Date Submitted	Reference
Out of Scope	Submitted	2/10/2017	

Notes

We reserve the right to request an extension of contract completion time and additional costs resulting therefrom at a later date when the full impact of this change is determined. This cost event is a lump sum cost proposal and the scope of work is limited to the items shown below.

Summary:

Requested Days:	Approved Days:	Budget:	Proposed	Approved
0	0		\$40,395	\$0

Itemized Details:

General Description	Proposed	Approved
Carson Corporation	\$34,662	\$0
Disposal of trash/debris encountered at interior footings and plumbing lines. Carson COR#7 Revised dated 1/31/17, tickets 7231, 7233, 7281 dated 12/7, 12/8, 12/9, 12/12. (OOS)		
Carson Corporation	\$1,471	\$0
Disposal for trash/drebris encountered at plumbing lines along col C-4. Carson COR#8 dated 11/29/16, ticket 6991 dated 11/21. (OOS)		
	\$434	\$0
Subguard (1.2%)		
	\$230	\$0
Payment & Performance Bond (0.6%)		
	\$425	\$0
Insurance (1.1%)		
	\$1,366	\$0
CM Fee (3.5%)		
	\$1,807	\$0
General Conditions 8hrs super @ \$123.00, 8hrs PM @ \$111.28		

INTECH

CONTRACTORS • CONSTRUCTION MANAGERS

3001 Market Street
Philadelphia, PA 19104
(215) 243-2000t
(215) 243-4930 f
www.intechconstruction.com

Friday, March 31, 2017

Mr. Eric Moore
Jersey City Municipal, LLC
2 Ponds Edge Drive
P. O. Box 500
Chadds Ford, PA 19317

RE: 16-008 Jersey City Municipal Annex
INTECH Construction Job # 16-008
CE # 045 - Storm Line Obstructions/Soil Disposal

Dear Mr. Moore,

Attached please find our proposal to provide all labor, materials and equipment required to perform the work associated with **Cost Event # 045 Storm Line Obstructions/Soil Disposal**, for the sum of **\$35,593.00**.

Please sign in space provided as your acceptance of this out of scope cost event # 045. A formal change order to adjust the overall GMP value will follow.

If you have any questions, or require additional information or clarifications, please do not hesitate to contact our office at your earliest convenience.

Sincerely,



Darrin Reazor
Senior Project Manager

Approved by:
Mr. Eric Moore

Jersey City Municipal, LLC

cc:

David Maguire
Michael Keating
Jason Borusiewicz
File - CE # 045
Tickler

Attachment



Cost Event Proposal

Cost Breakdown

16-008 Jersey City Municipal Annex
Kearney Street and Martin Luther King Drive
Jersey City, NJ 07305

Project # 16-008
Tel: Fax:

INTECH Construction

CE #: 045	2/14/2017	Storm line obstructions/Soil disposal	
Category	Reason	Date Submitted	Reference
Out of Scope	Submitted	3/31/2017	
Notes			

We reserve the right to request an extension of contract completion time and additional costs resulting therefrom at a later date when the full impact of this change is determined. This cost event is a lump sum cost proposal and the scope of work is limited to the items shown below.

Summary:

Requested Days:	Approved Days:	Budget:	Proposed	Approved
0	0		\$35,593	\$0

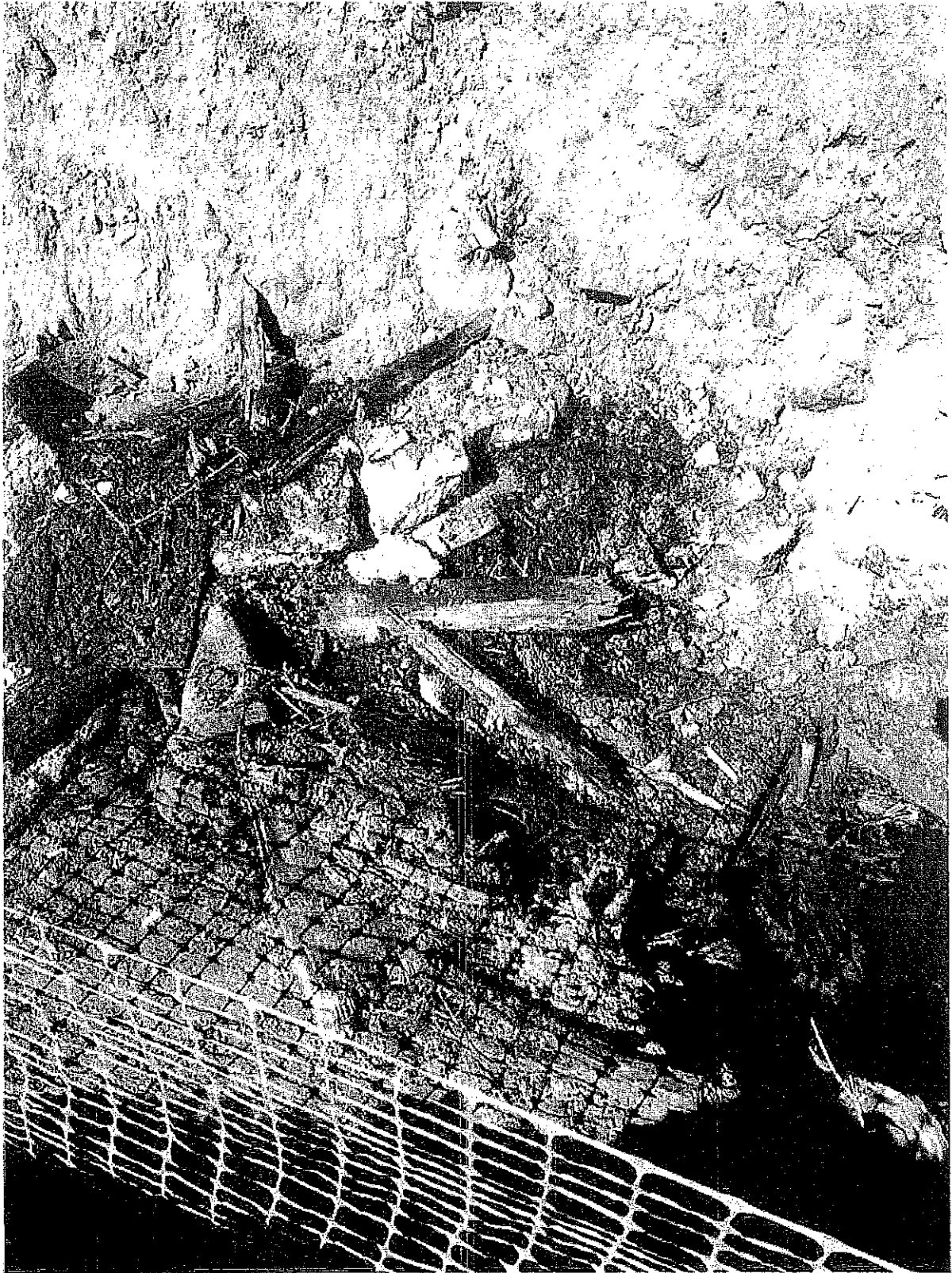
Itemized Details:

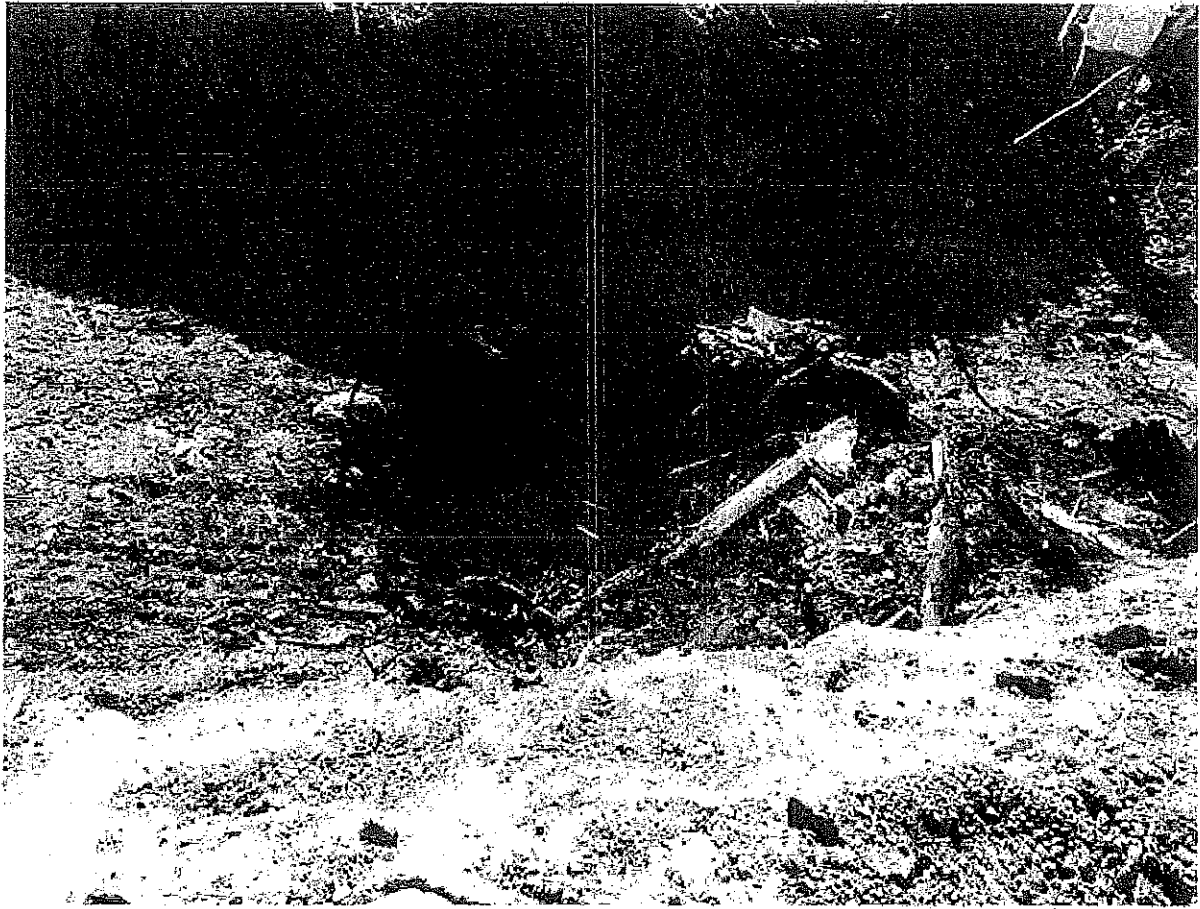
General Description	Proposed	Approved
Carson Corporation	\$16,197	\$0
Disposal of impacted soil and debris encountered during excavation within the City right of way. Carson COR#17 dated 2/14/17. (OOS)		
Carson Corporation	\$15,641	\$0
Installation of 15" lines and MH to avoid ductbank and other obstructions found within the City right of way. Carson COR#21 dated 3/7/17. (OOS)		
	\$382	\$0
Subguard (1.2%)		
	\$203	\$0
Payment & Performance Bond (0.6%)		
	\$374	\$0
Insurance (1.1%)		
	\$1,204	\$0
CM Fee (3.5%)		
	\$1,592	\$0
General Conditions (5%)		

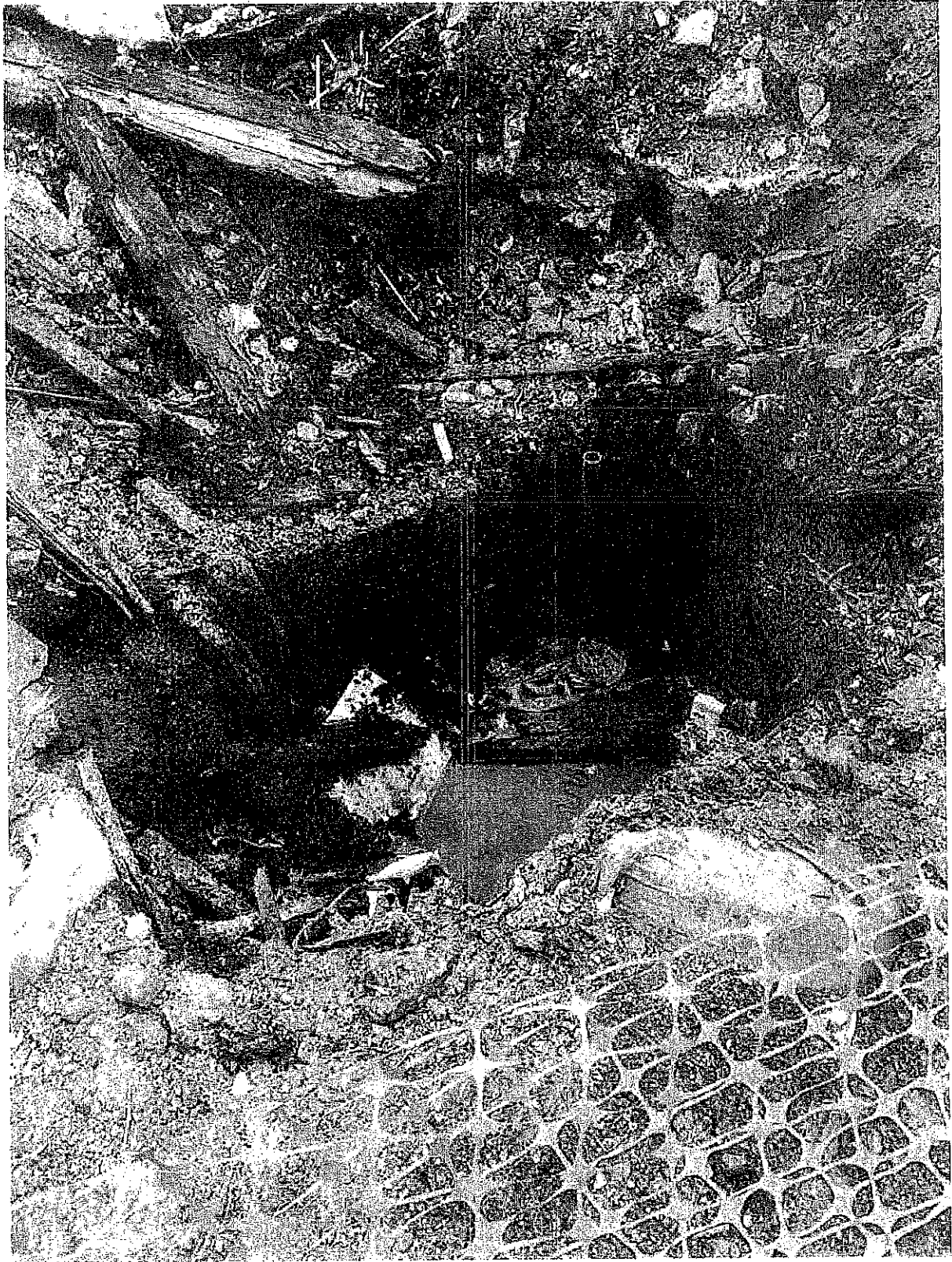




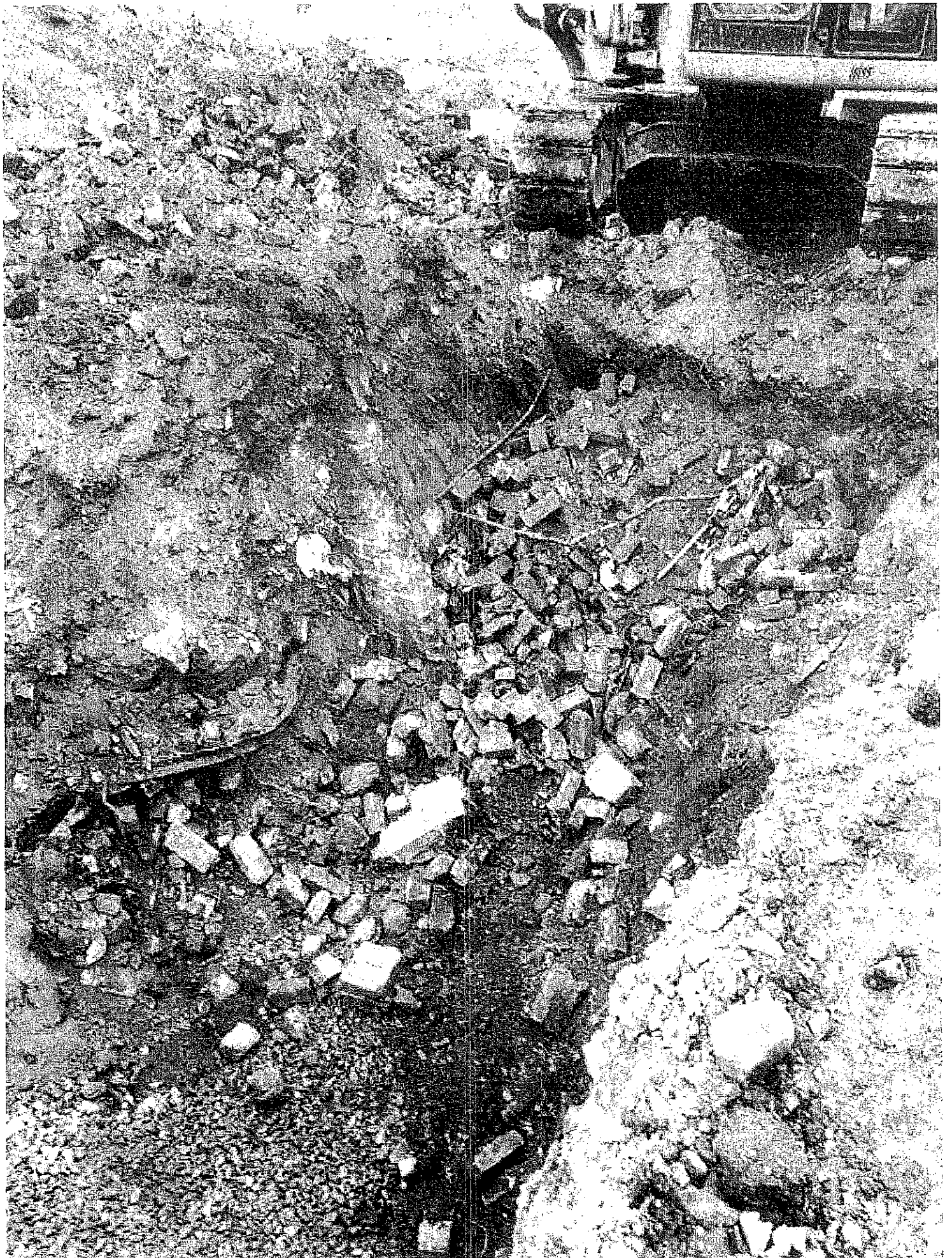


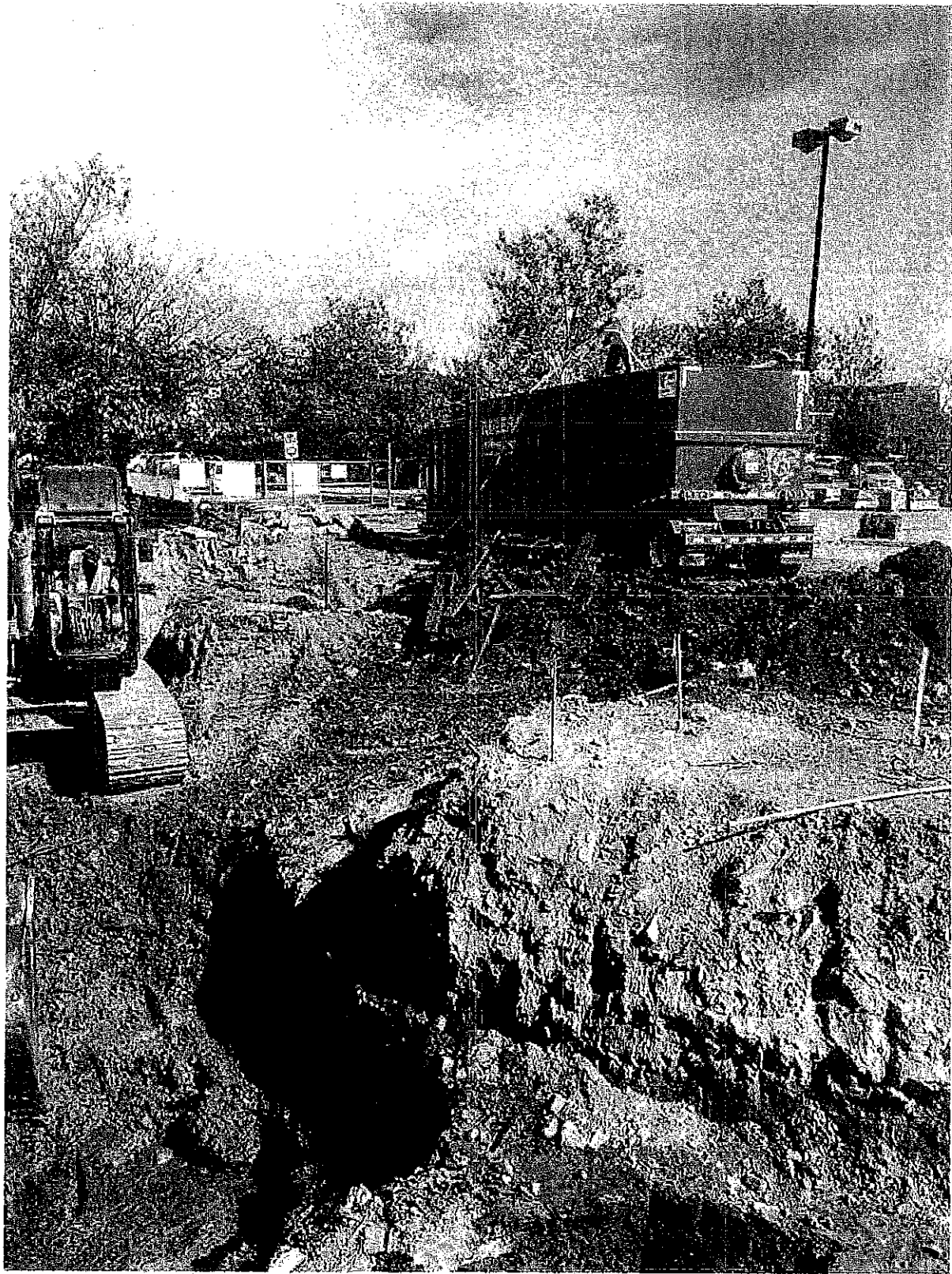


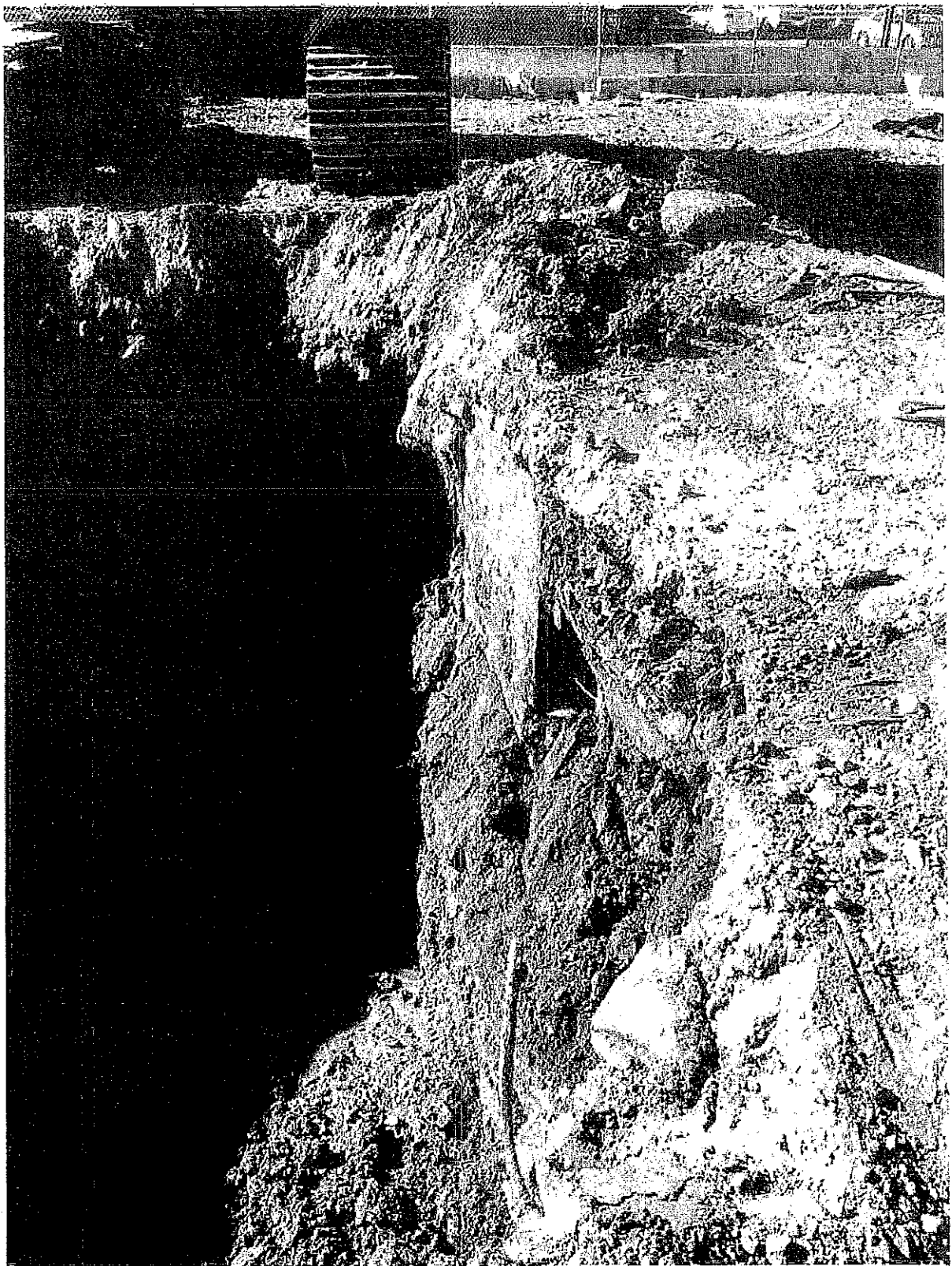






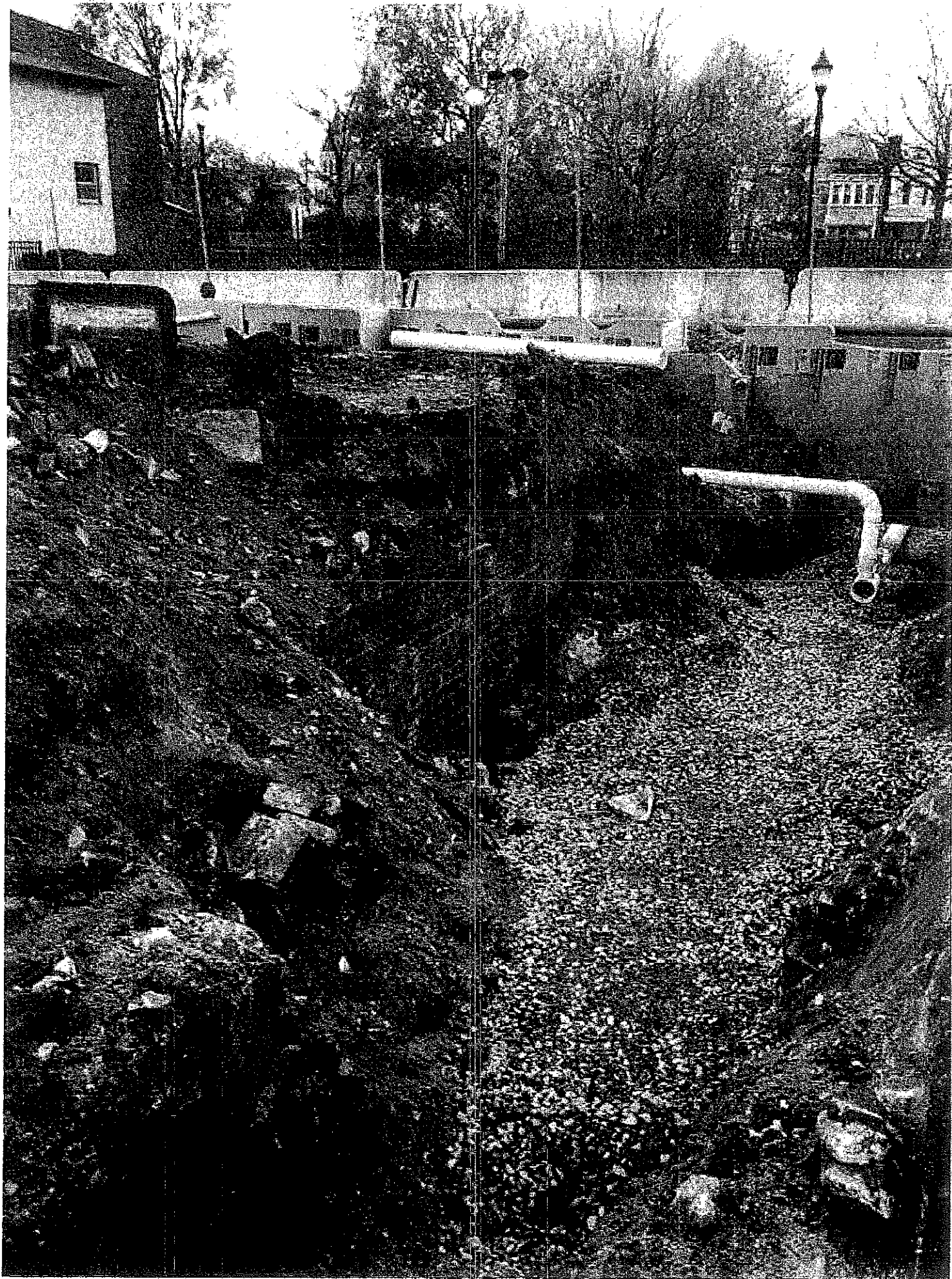




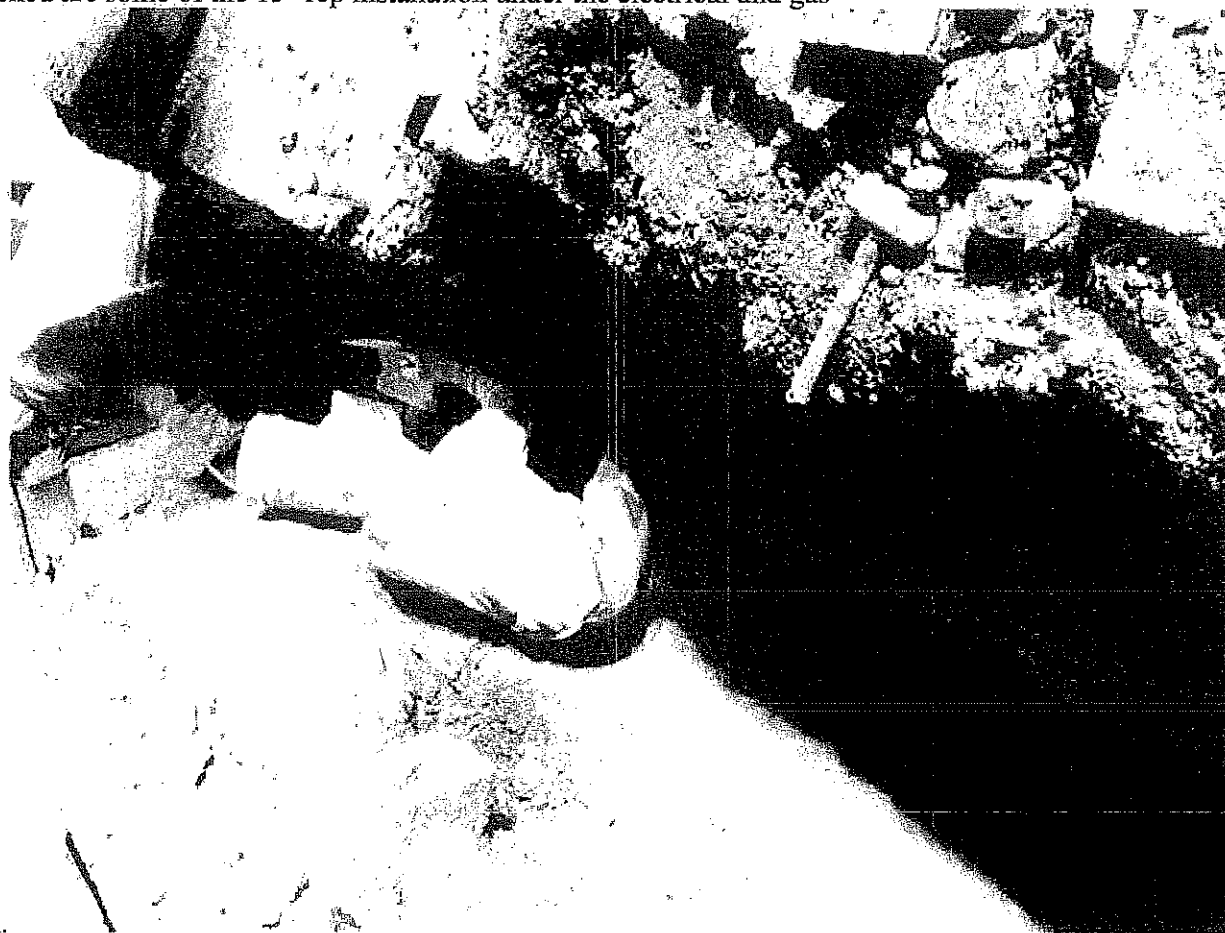




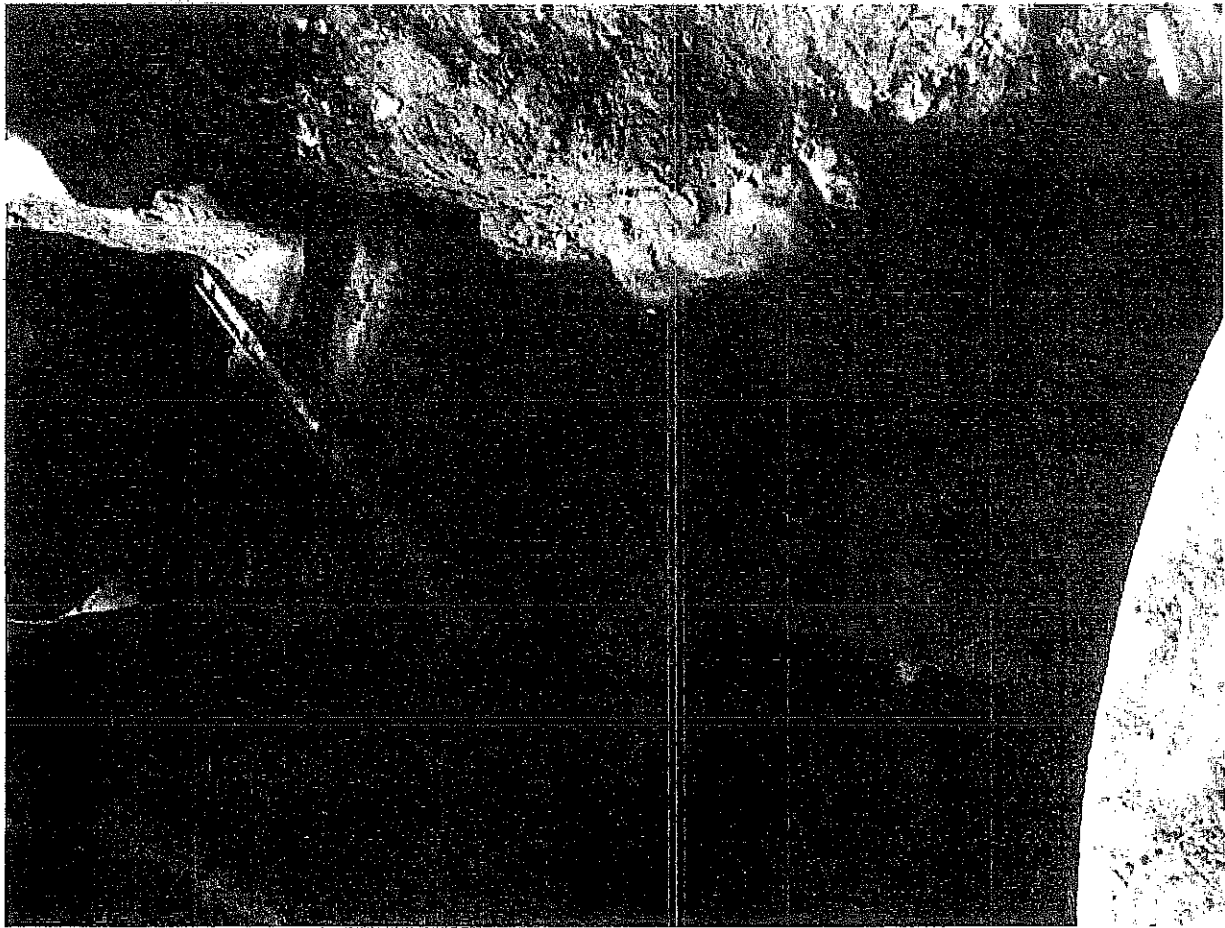




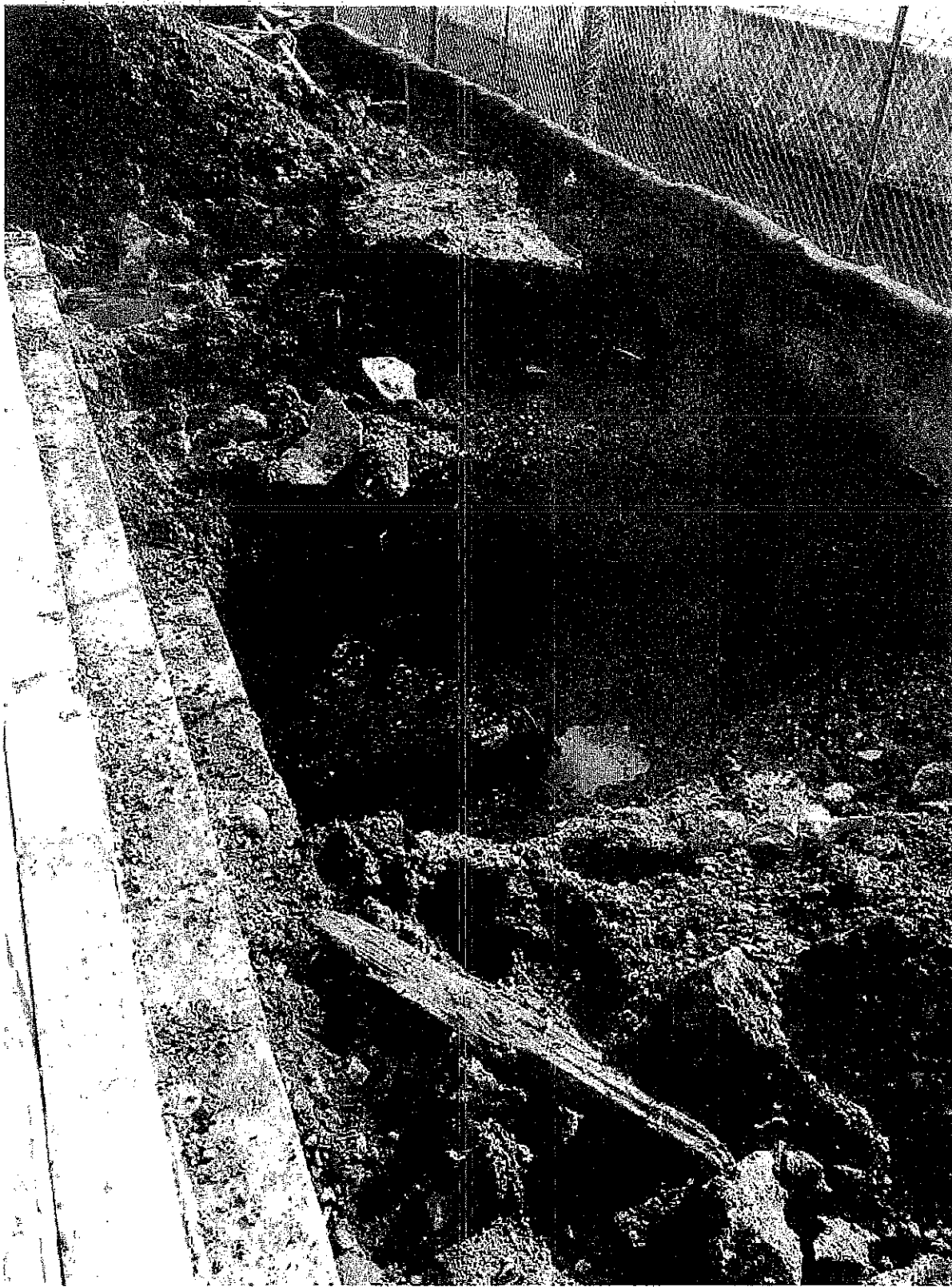
Attached are some of the 15" rcp installation under the electrical and gas

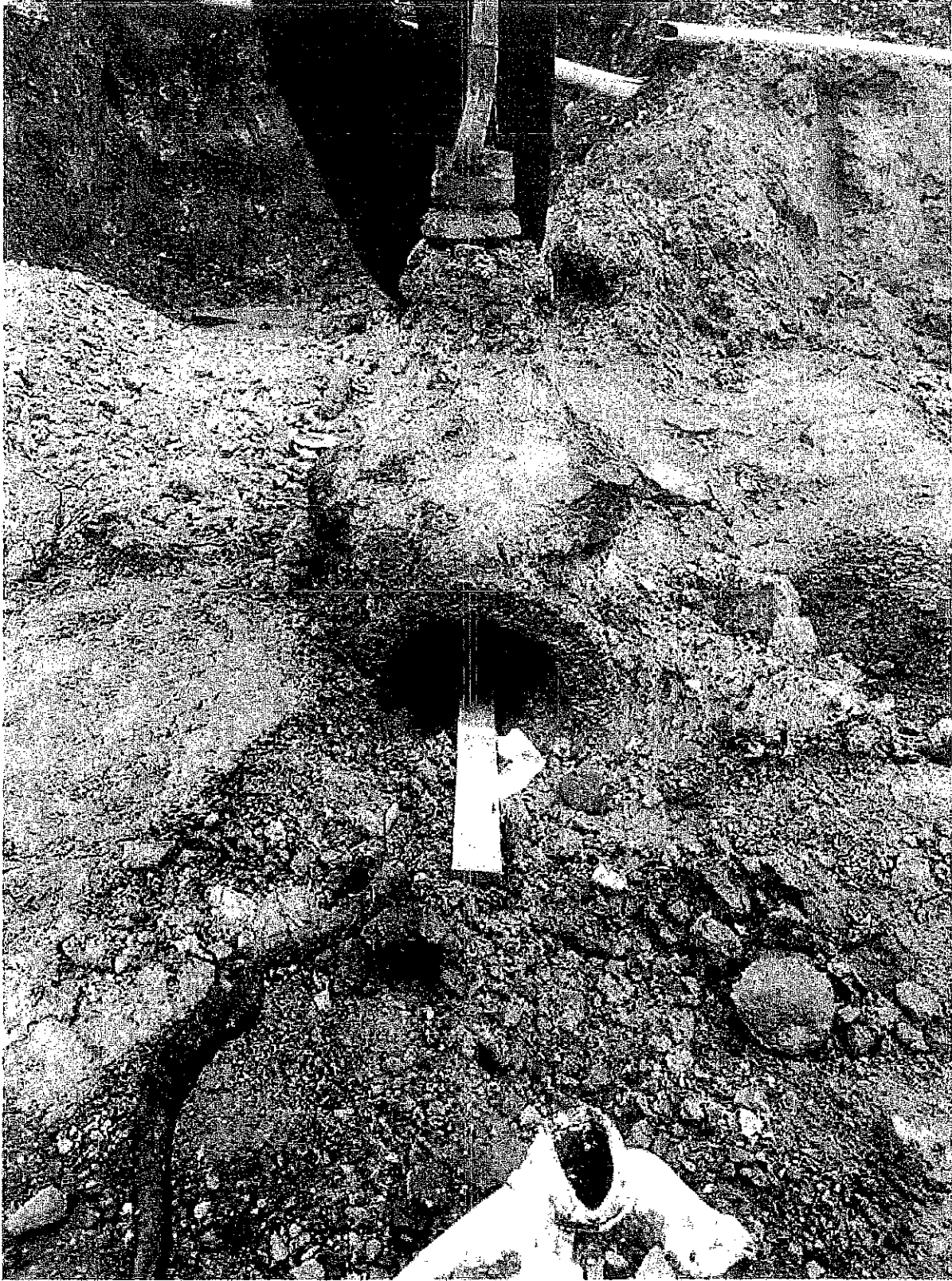


main.



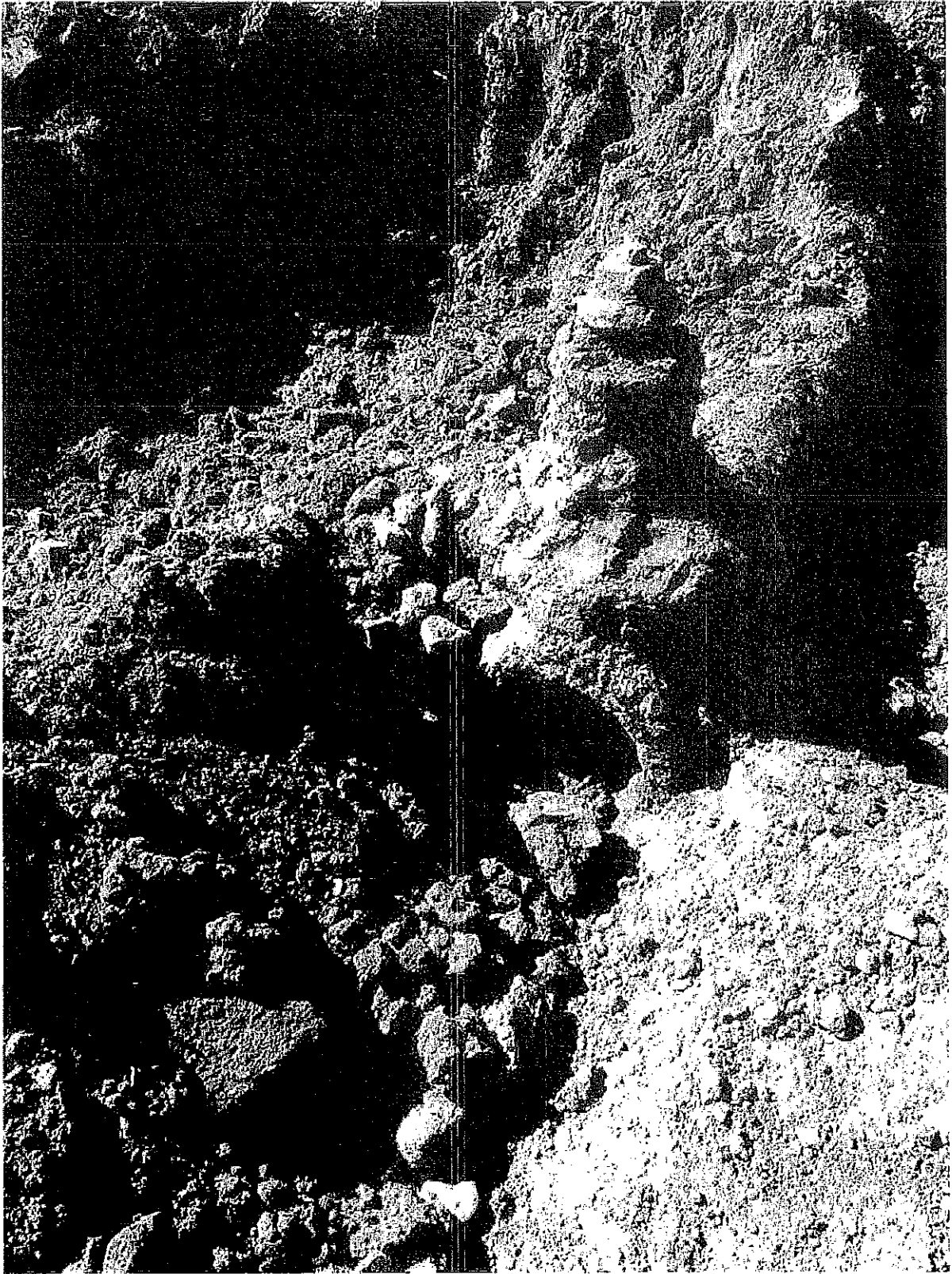


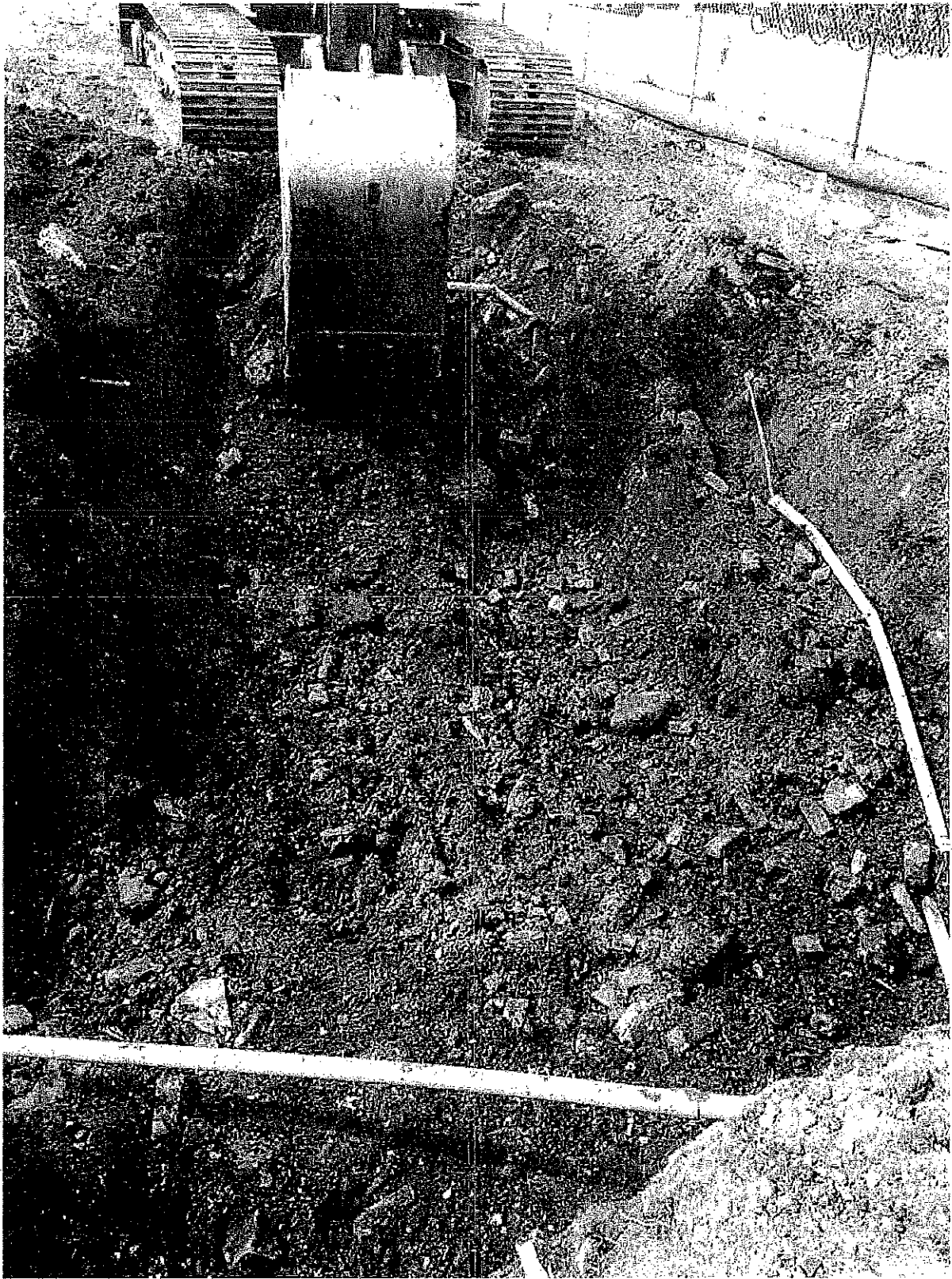






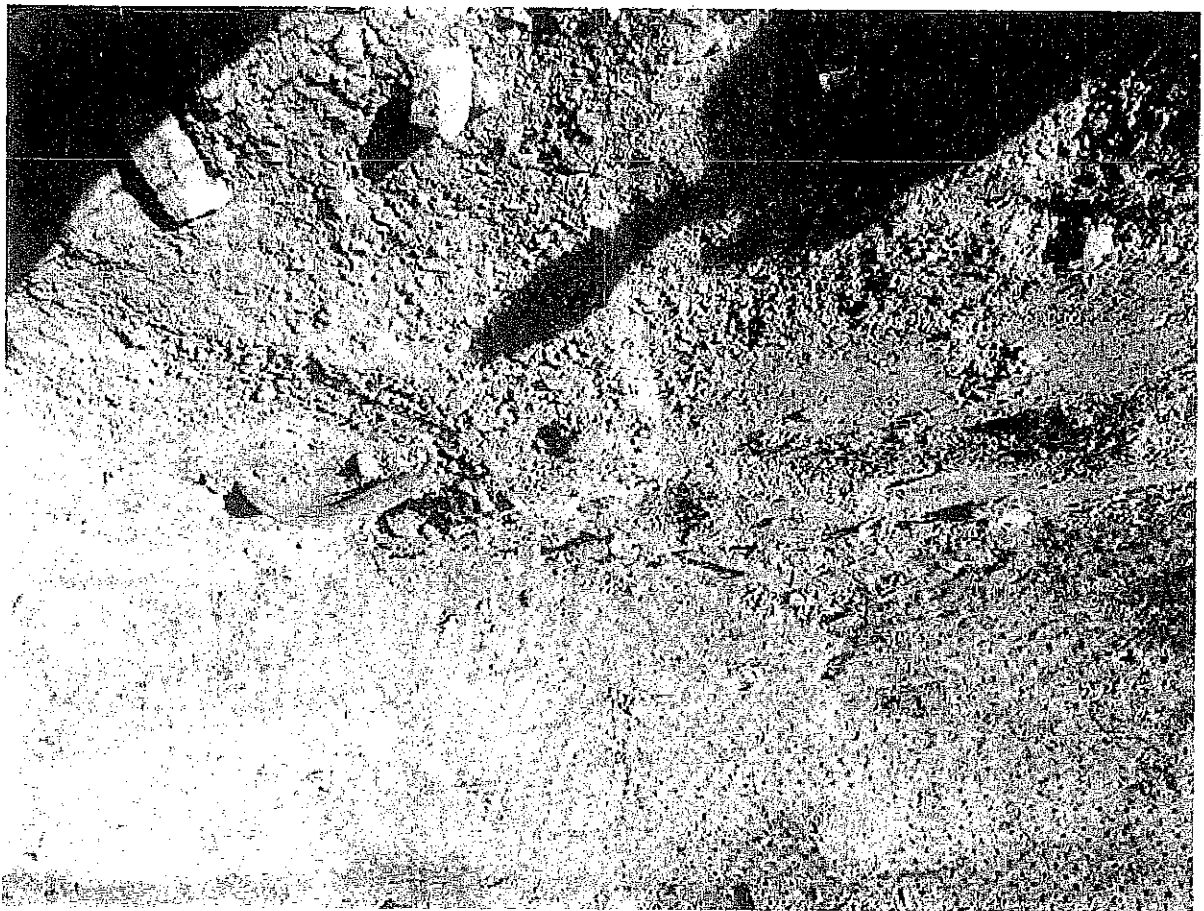








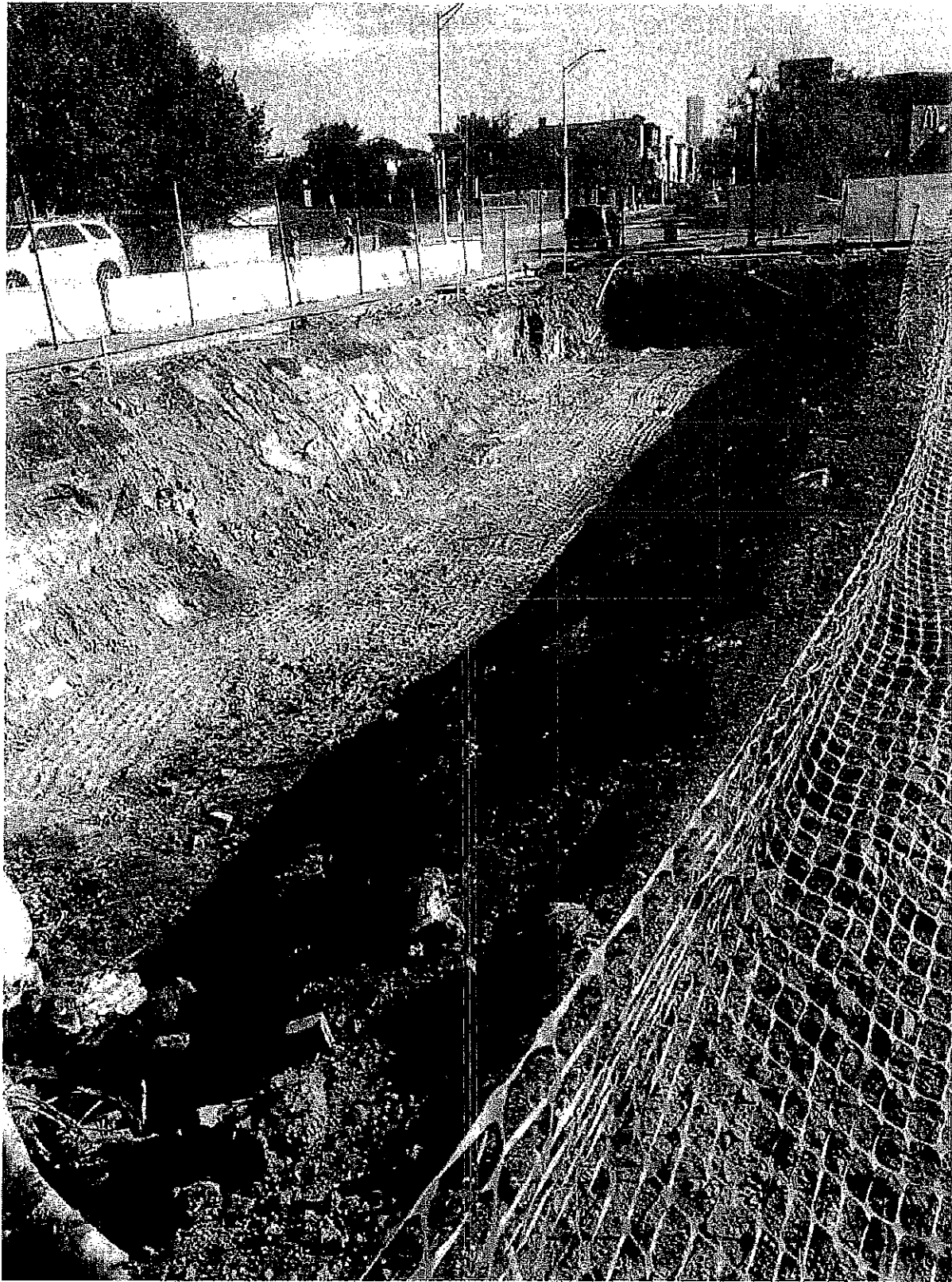












Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-752

Agenda No. 10.Z.32

Approved: SEP 13 2017

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO FORMAX A DIVISION OF BESCOP INCORPORATED FOR THE PURCHASE, DELIVERY, INSTALLATION, AND TRAINING OF FD 680 FORMS BUSTER AND IMPRINTER FOR THE JERSEY CITY MUNICIPAL COURT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Formax FD 680 is a high volume industrial burster with imprinter used to separate ATS mailers/court notices at a high-volume fast pace, in addition to stripping the edges that would have to be removed prior to mailing out; and

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited four quotes, including from Formax, a Division of Bescorp Incorporated, 1 Education Way, Dover, New Hampshire 03820 in the total amount of twenty one thousand, four hundred sixty two dollars (\$21,462.00); and

WHEREAS, the Purchasing Director believes the proposal of Formax, a Division of Bescorp Incorporated, attached hereto, to be the most advantageous, price and other factors considered; and

WHEREAS, the City of Jersey City ("City") is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of the Jersey City Municipal Court has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

WHEREAS, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of \$21,462.00 are available in the Trust/Reserve Account.

<u>Account</u>	<u>PO #</u>	<u>Total Contract</u>
17-291-56-000-000	125796	\$21,462.00

(Continue on page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO FORMAX A DIVISION OF BESCOP INCORPORATED FOR THE PURCHASE, DELIVERY, INSTALLATION, AND TRAINING OF FD 680 FORMS BUSTER AND IMPRINTER FOR THE JERSEY CITY MUNICIPAL COURT

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$21,462.00, for the purchase of the FD 680 with delivery, installation, and training is awarded to Formax, a Division of Bescorp Incorporated.
2. The term of the contract will be completed upon the delivery of the goods and services.
3. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$21,462.00 are available in the Trust/Reserve Account.

<u>Account</u>	<u>PO #</u>	<u>Total Contract</u>
17-291-56-000-000	125796	\$21,462.00

Approved by: [Signature]
Director of Purchasing, QPA, RPPO

July 27, 2017
Date

PF/pv/RR
7/27/17

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required ☒

Not Required ☐

☐ APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9-13-17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO FORMAX A DIVISION OF BESCOP INCORPORATED FOR THE PURCHASE, DELIVERY, INSTALLATION, AND TRAINING OF FD 680 FORMS BUSTER AND IMPRINTER FOR THE JERSEY CITY MUNICIPAL COURT

Initiator

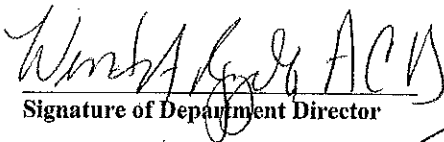
Department/Division	Administration	Municipal Court
Name/Title	Wendy Razzoli	Acting Court Director
Phone/email	201-209-6728	razzoli@cnj.org
Name/Title	Jennifer Drago	Administrative Clerk
Phone/email	201-209-6745	jdrago@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

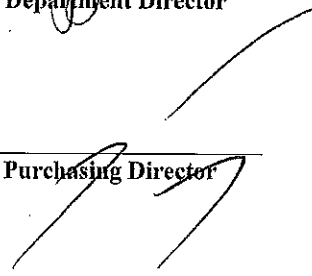
Resolution Purpose

Formax FD 680 is a high volume industrial burster with imprinter used to separate ATS mailers/court notices at a high-volume fast pace, in addition to stripping the edges that would have to be removed prior to mailing out.

I certify that all the facts presented herein are accurate.


Signature of Department Director

7/18/17
Date


Signature of Purchasing Director

7/27/17
Date

DETERMINATION OF VALUE CERTIFICATION

I, Wendy Razzoli, of full age, hereby certify the following:

1. I am the Acting Court Director for the City of Jersey City.
2. The City requires an Industrial style burster to separate court notices on a high volume pace.
3. The City informally solicited quotations for Industrial burster to separate court notices.
4. The administration's recommendation is to award a contract to Formax, A Division of Bescorp Incorporated.
6. The cost of the Contract exceeds \$17,500.00.
7. This certification is made pursuant to N.J.S.A. 19:44A-20.5.
8. I certify that the foregoing statements are true. I am aware that if any of the following statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Date

7/18/17

Wendy Razzoli, Acting Court Director

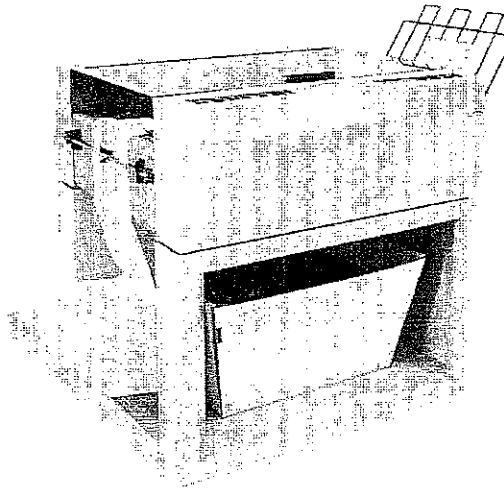
Wendy Razzoli

FORMAX®

1 Education Way • Dover, NH 03820 USA
Phone: 800-232-5535 • Fax: 603-743-6366
www.formax.com

7/18/2017

City of Jersey City Purchasing
Attn: Tim Mays
394 Central Ave
Jersey City, New Jersey 07306



**FD 680 High Volume Industrial Forms Burster and Imprinter
Formax Quote**

Price: \$20,629 (Price Includes dock-to-dock shipping, installation, and training)

FD 540-54 Pair of Stamps - \$411

FD 540-58 Pair of Saddles - \$422

Options:

1 Year Maintenance Contract - \$2,250

FD 540-50 Black Ink Roll for Bursters - \$171

Thank you,
Travis Downs
National Dealer Sales Account Executive
Toll Free: 800-232-5535 ext 38
DD: 1-603-516-2638 | CELL: 1-603-988-8333
1 Education Way Dover NH 03820 USA

FORMAX®

www.formax.com

Find your solution here.

Your Shopping Cart

CONTINUE SHOPPING

PROCEED TO CHECKOUT

PRODUCT NAME

LIST PRICE

YOUR PRICE

QUANTITY

TOTAL

**Formax FD 680 High Volume Industrial Bursting Imprinter**

\$22,795.00

1

\$22,795.00

Availability: In Stock
Part Number: FD 680

UPDATE CART

Shipping Quote

USA

International

Zip/Postal Code

Country

Price

Standard (3-5 days)

Enter Zip

3 Day

Enter Zip

2 Day

Enter Zip

1 Day

Enter Zip

Subtotal

\$22,795.00

Shipping

\$344.00

Total

\$23,139.00

PROCEED TO CHECKOUT

Enter Your Coupon

Coupon Code

APPLY COUPON

Whenever possible we strive to ship orders the same day that they are placed. However, this is not always possible and some items such as punched binding covers and covers with windows can take a couple of days to ship. If you are on an extremely tight deadline please call us at 1-800-844-4573. International, APO/FPO, Alaska, Hawaii and Puerto Rico shipping calculations are an estimate only and additional charges may apply, you will be contacted if there is a discrepancy in the shipping amount of your order. Some items on our website must be shipped via truck and can not be delivered by UPS or FedEx. Free dock to dock shipping is available for qualifying orders. Additional shipping charges may be incurred for residential delivery, lift gate service and inside delivery. If additional charges apply, you will be notified before your order is processed. MyBinding.com is not responsible for and may not honor orders with pricing, typographical, or photographic errors.

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Kaysville, UT 84037

Phone (800) 658-8788 or (801) 927-3020
www.abcoffice.com info@abcoffice.com

Sales Quote

Quote Valid Through: 6/9/2017

Page: 1

Order Number: 1218456
Order Date: 5/10/2017

Customer Number: AJE6745
Salesperson: 0129

Sold To:
Jersey City Municipal Court
365 Summit Ave
Jennifer Drago
Jersey City, NJ 07306

Ship To:
Jersey City Municipal Court
365 Summit Ave
Jennifer Drago
Jersey City, NJ 07306

Confirm To: Jennifer Drago 201-209-6745

United States

USA

Customer P.O.	Ship VIA	F.O.B.	Terms
	COMM CARRIER		Credit Card

Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
BUREFD680	EACH	1	0	0	21,536.0000	21,536.00

FORMAX FD 680 INDUSTRIAL BURSTER (USE WITH THE FD2080) HIGH VOLUME
INDUSTRIAL BURSTERS *MUST SHIP VIA TRUCK* ***CLASS 200***

/FREIGHT

0.00

Free Freight

DOCK TO DOOR INCLUDING LIFT GATE

Net Order:	21,536.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Order Total:	21,536.00

Timothy Mays

From: Rob Lisi [roblisi@cdwg.com]
Sent: Tuesday, June 20, 2017 3:18 PM
To: Timothy Mays
Subject: RE: Req. # 0179266, to be quoted

Hello Tim,
Unfortunately, CDWG will have to be a no bid for these items. Please let me know what other questions you have on this.
Thank you!

Rob Lisi
Sr. Account Manager | **CDW-G**
State & Local Government | **Keystone**
Office: 855.822.1103 | Fax: 847.990.8212
Email: RobLisi@cdwg.com



From: Timothy Mays [<mailto:MaysT@icnj.org>]
Sent: Monday, June 19, 2017 2:53 PM
To: Rob Lisi <roblisi@cdwg.com>
Subject: Req. # 0179266, to be quoted

Hi Rob,
Can you quote this one for us?, thanks.

Tim Mays, QPA, RPPS
Purchasing Division
394 Central Ave.
Jersey City, New Jersey 07306
Phone: 201-547-4868
Fax: 201-547-6585
mayst@icnj.org

POAA Balance
in FOW

as of 4/30/17 \$2,363,247.69 diff due to ST deposit not fully disbursed yet.
\$2,338,013.69

Form 4B - Request for the Expenditure of DWI, c. 531 or POAA Funds ☐ Non-Applicable.

Section I

Municipal Court of Jersey City

Court Code: 0906

Request:

☐ DWI

☒ POAA

☐ Annual Request

☒ Single Use

(check one)

(check one)

Complete the appropriate section for court's request. Use a separate form for each fund.

Section II

A. Additional Personnel FT/PT Salary Duration Needed

RECEIVED

MAY 15 2017

MUNICIPAL DIVISION

B. ☐ Special Court Sessions ☐ Overtime Date and Time of Court Session / Overtime Event

Name

Regular Salary

Type

Est. / Actual Amt

Judge

Prosecutor

Staff

Staff

Interpreter

Other

C.

☐ Tickets

☒ Equipment

☐ Forms

☐ Other

Estimated Cost \$151,536.00 Portion to Be Paid From Special Funds \$151,536.00

Please explain in detail and attach estimate / quote

The Municipal Court of Jersey City is requesting to utilize POAA funds to purchase a new Industrial Forms Burster for court notices in the mail room.

Section III

Requested By:

☐ Judge

☒ Director

☐ Administrator

Print Name

Signature

Date

Section IV For Vicinage Use Only

☒ Recommend

☐ Approve

☐ Deny

Conditions

Municipal Division Manager

Final Decision

Assignment Judge Signature

Visitation Review

Visitation Date

Use Verified

Date

☐ Deny

Date

ORDERING WORKSHEET

FORMAX

ATTN:

44 VENTURE DRIVE

DOVER, NH 03820

(603) 749-5807

Purchase Order #: _____

Today's Date: _____

SHIP TO:

Company Name: _____

Attn: _____

Address _____

City _____

State _____

Zip _____

EXPEDITED SERVICES - Normal guaranteed turnaround time is ten calendar days. If you require quicker service, choose one of the following options:

VINYL - ☐ 1-Day URGENT or ☐ 2-Day RUSH

MAGNESIUM - ☐ 1-Day RUSH

TIMESTAMPS - ☐ 2-Day RUSH

☐ 5-Day Quick Services

SIGNATURE PLATES / ETCHINGS / SIGNATURE E-PROMS

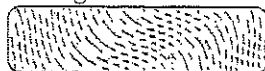
1. Manufacturer of Machine _____ 2. Model Number _____

3. Total Number of: Etchings _____ Plates _____ 4. Number of Signatures on Each Etching _____

5. Background Preference:

☐ Finger Print

☐ Dot



No Background or Border ☐

Special (Custom) backgrounds are available. Submit a sample and we will call with a quotation.

6. Check Size: 3½" _____ 7" _____ 11" _____ 7. Trademark and/or Titles included: YES ☐ NO ☐

(Black & White of logo required)

8. Signature Samples: Print name in spaces provided, then sign name below, keeping signature within the box. Check (X) preference to the left. Use black pen or fine felt marker.

PRINT NAME HERE

PRINT NAME HERE

PRINT NAME HERE

SIGNATURE

SIGNATURE

SIGNATURE



9. IMPORTANT! In adjacent box, illustrate the exact arrangement of signature(s) as they are to appear on etching. If trademark, title or phrase line are desired, insert in appropriate location.

10. Mounting Options: Regular ☐ Reverse ☐ Unmounted-Etching(s) with sticky back ☐

Mounted on Customer Supplied Plate ☐ Mounted on Factory Supplied Plate ☐

PREFIX ORDERS

1. Manufacturer of Machine _____ 2. Model Number _____

3. Total number of prefixes ordered _____

4. In the space provided to the right sketch in the artwork as it should appear on the prefix. Copy may be one or two lines

5. Layout preference: ☐ On Center ☐ Flush Right

Hi Travis,

Pleasure speaking with you earlier. I've attached the requisition along with the documents needed to business with the City of Jersey City. Any questions, give me a call, thanks.

Tim Mays, QPA, RPPS
Purchasing Division
394 Central Ave.
Jersey City, New Jersey 07306
Phone: 201-547-4868
Fax: 201-547-6585
mayst@icnj.org

From: Travis Downs [<mailto:TDowns@Formax.com>]
Sent: Tuesday, July 18, 2017 9:52 AM
To: Timothy Mays
Subject: Formax Point of Contact


Hi Tim,

Thank you for speaking with me this morning and you can reach me directly at 603.516.2638 or 800.232.5535.ext 38.

Thank you,
Travis Downs
National Dealer Sales Account Executive
Toll Free: 800-232-5535 ext 38
DD: 1-603-516-2638 | CELL: 1-603-988-8333
1 Education Way Dover NH 03820 USA

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STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: BESCOP INCORPORATED
Trade Name: FORMAX
Address: 44 VENTURE DR
DOVER, NH 03820-5912
Certificate Number: 1499088
Effective Date: July 10, 2009
Date of Issuance: July 27, 2017

For Office Use Only:

20170727122807049

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Formax a division of Bescorp, Inc

Organization Address: 1 Education Way Dover, NH 03820

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Timothy D. Lindsay	Dover, NH
Timothy R. Lindsay	Rye, NH

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

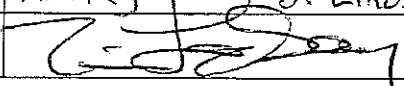
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Timothy D. Lindsay	Title:	CEO
Signature:		Date:	7/27/17

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Formax a division of Becorp, Inc (name of business entity) has not made any reportable contributions in the **one-year period preceding July 18th, 2017 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Formax a division of Becorp, Inc (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Formax a division of Becorp, Inc

Signed [Signature] Title: CEO

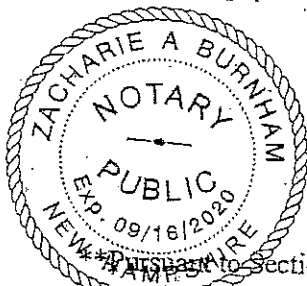
Print Name: Timothy D. Lindsay Date: 7/27/17

Subscribed and sworn before me
this 27 day of July, 2017.

My Commission expires: 09/16/20

[Signature]
(Affiant)

Zacharie Burnham Accounting Manager
(Print name & title of affiant) (Corporate Seal)



Notwithstanding Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

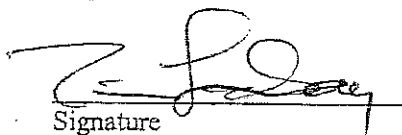
Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit
no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Formax a div. of Belcorp, Inc.		
Address:	1 Education Way Dover, NH 03820		
City:	Dover	State:	NH
		Zip:	03820

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.


Signature

Timothy D. Lindsay
Printed Name

CEO
Title

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Timothy D. Lindsay

Representative's Signature: [Signature]

Name of Company: Formax a division of Becorp, Inc.

Tel. No.: 800-232-5535

Date: 07/27/17

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the owners of Formax, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Timothy D. Lindsay, CEO
Representative's Signature: [Signature]
Name of Company: Formax a division of Bescorp, Inc.
Tel. No.: 800-232-5535 Date: 07/27/12

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: <http://www.state.nj.us/treasury/contract/compliance/pdf/eo302ny.pdf>

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input checked="" type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input checked="" type="checkbox"/> 3. WHOLESALE <input checked="" type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 54
4. COMPANY NAME Formax a division of Becorp, Inc		
5. STREET 1 Education Way	CITY Dover	COUNTY Stratford
STATE NH		ZIP CODE 03820
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY STATE ZIP CODE
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY		COUNTY STATE ZIP CODE

Official Use Only	DATE RECEIVED	ANAL. DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers								9					1
Professionals													
Technicians								17					1
Sales Workers								11					1
Office & Clerical								3					8
Craftworkers (Skilled)													
Operatives (Semi-skilled)								2					
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
									1				

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input checked="" type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 07/17/2017 To: 07/21/17		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Zacharie Burnham	SIGNATURE Zacharie A Burnham	TITLE Accounting Mgr	DATE MO DAY YEAR 07 25 17
17. ADDRESS NO. & STREET 1 Education Way	CITY Dover	COUNTY Stratford	STATE NH
ZIP CODE 03820		PHONE (AREA CODE, NO., EXTENSION) 603-516-2614	

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Formax a division of Bescorp, Inc
Address : 1 Education Way Dover, NH 03820
Telephone No. : 800-232-5535
Contact Name : Zacharie Burnham

Please check applicable category :

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Formax a division of Bescorp, Inc

Address: 1 Education Way Dover, NH 03820

Telephone No.: 800-232-5535

Contact Name: Zacharie Burnham

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee, or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Friends of Chris L. Gadsden
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Jermaine D. Robinson

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☒ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Timothy D. Lindsay	Dover, NH
Timothy R. Lindsay	Rye, NH

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Formax a div. of Bescorp, Inc.

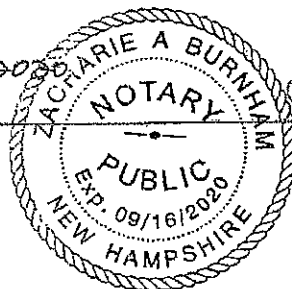
Signed: [Signature] Title: CEO

Print Name: Timothy D. Lindsay Date: 08/29/17

Subscribed and sworn before me this 29 day of

August, 2017

My Commission expires: 09/16/2020



Zacharie A. Burnham
(Affiant)

Zacharie A. Burnham, Act Manager
(Print name & title of affiant) (Corporate Seal)

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-753
10-Z-33
Agenda No. _____
Approved: SEP 13 2017
TITLE: _____



RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH MCCUSKER, ANSELM, ROSEN & CARVELLI, P.C. FOR GENERAL LEGAL SERVICES RELATED TO EMPLOYMENT ORGANIZATIONAL PRACTICES

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, it has been determined that an independent review of issues raised in employment organizational practices is required; and

WHEREAS, the Corporation Counsel has recommended the appointment of outside counsel to handle these matters; and

WHEREAS, outside counsel agreed to provide these services at an hourly rate of **\$150.00** per hour, including expenses, for a total amount not to exceed **\$10,000**; and

WHEREAS, McCusker, Anselmi, Rosen & Carvelli, P.C., 210 Park Avenue, Suite 301, Florham Park, New Jersey, are attorneys in the State of New Jersey and are qualified to perform these services; and

WHEREAS, in October, 2016, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, McCusker, Anselmi, Rosen & Carvelli, P.C. submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, this contract award is made for a term of one year in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, McCusker, Anselmi, Rosen & Carvelli, P.C. has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, the resolution authorizing the award and agreement itself must be available for public inspection; and

WHEREAS, a temporary encumbrance in the amount of \$10,000 is available in **Account No. 01-201-20-155-312**.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to McCusker, Anselmi, Rosen & Carvelli, P.C. of 210 Park Avenue, Suite 301, Florham Park, New Jersey 07932 to review employment organizational practices for a one year period effective August 16, 2017 for a total amount of **\$10,000**, including expenses.
2. This contract is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40a:11-1 et seq.
3. The award of this contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

TITLE: **RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH MCCUSKER, ANSELM, ROSEN & CARVELLI, P.C. FOR GENERAL LEGAL SERVICES RELATED TO EMPLOYMENT ORGANIZATIONAL PRACTICES**

4. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

5. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

6. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto, shall be placed on file with this Resolution.

7. Pursuant to N.J.S.A. 5:30-5.5(c), the continuation of the contract after the expenditure of funds encumbered in the 2017 fiscal year budget shall be subject to the appropriation of funds in the 2018 fiscal year budget.

I hereby certify that funds in the amount of \$10,000 are available in Account No. 01-201-20-155-312 P.O.#126000


Donna Mauer, Chief Financial Officer

igp
8/1/17

APPROVED: 

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

 BD
Corporation Counsel

Certification Required ☒

Not Required ☐


APPROVED 9-0

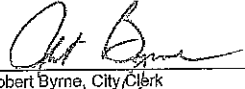
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH MCCUSKER, ANSELMI, ROSEN & CARVELLI, P.C. FOR GENERAL LEGAL SERVICES RELATED TO EMPLOYMENT ORGANIZATIONAL PRACTICES

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

As best practice in employment matters, the City City needs to retain third-party counsel to review and provide guidance pertaining to employment issues.

Cost (Identify all sources and amounts)

\$10,000
01-201-20-155-312

Contract term (include all proposed renewals)

1 year

Type of award

Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Outside Counsel Agreement

This Agreement dated the ____ day of _____, 2017 between the City of Jersey City, a municipal corporation, with offices at 280 Grove Street, Jersey City, New Jersey 07302 ("City") and McCusker, Anselmi, Rosen & Carvelli, P.C., 210 Park Avenue, Suite 301, Florham Park, New Jersey 07932, ("Special Counsel"). The Corporation Counsel of the City of Jersey City has selected Special Counsel to serve as Outside Counsel in connection with the review of issues raised in employment organizational practices.

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

I. CONFLICTS OF INTEREST

A. Initial Conflicts Check.

Outside Counsel must be sensitive both to direct conflicts of interest that representation of the City and other clients poses, and to the less direct, but nevertheless serious, conflicts that may arise from the same firm's advocacy, on behalf of other clients, of positions conflicting with important City interests. Prior to Outside Counsel's engagement, Outside Counsel shall carefully review whether any conflicts of either type exist and, if so, bring those conflicts to the attention of the Corporation Counsel. The City shall be promptly informed of and consulted with respect to all potential conflicts. Although issue conflicts may not necessarily result in a disqualification of Outside Counsel, the City shall be consulted before Outside Counsel accepts an engagement that will require the firm to advocate a position that may be adverse to a City legal interest or otherwise prejudicial to the interests of the City. The City in its sole discretion shall, after consultation with Outside Counsel, determine whether an impermissible conflict exists, or whether other circumstances exist that would undermine the public's confidence if representation by Outside Counsel continued.

Outside Counsel's acceptance of an engagement on a matter without written disclosure of any conflicts constitutes Outside Counsel's representation that it has conducted an appropriate conflict check and no conflict exists.

B. City Conflicts.

The City has a duty to protect the public interest. As part of this responsibility, the City sets policies to ensure that the legal system operates in a manner that safeguards the public's confidence in the integrity and impartiality of its administration. For this reason, in addition to

insisting that its attorneys follow the Rules of Professional Conduct, the City prohibits Outside Counsel that represent the City, while such matter is pending, from:

- (1) Representing private parties before the City or any of its boards, proceedings, commissions or autonomous agencies in adversarial, transactional or non-adversarial proceedings. Outside Counsel also may not, on behalf of a private client, lobby the City or any City department.
- (2) Representing private parties in any matter in which the City also is a party, if the private party has interests adverse to the City.
- (3) Representing a private client with interests adverse to the City.
- (4) Representing another client if that representation would present a substantial risk that Outside Counsel's responsibilities to the City would limit its ability to provide independent advice or diligent and competent representation either to the City or the other client.
- (5) Representing another client where the Outside Counsel's knowledge of the City's legal positions or strategy, derived from its representation or prospective representation of the City, could be used to the advantage of the other client or the disadvantage of the City.

C. Continuing Obligation.

The obligation to disclose conflicts continues throughout the course of the representation. Outside Counsel must review conflicts of interest on an ongoing basis as new matters are opened. Any new attorney/client relationships that potentially create a conflict shall be reported to the Corporation Counsel immediately.

D. Attorney-Client Privilege Group/No Representation of Other Persons/Entities Absent Approval.

Outside attorneys engaged to represent the City (as opposed to a named person) shall consider themselves to have formed an attorney-client relationship *only* with the City, and not any of its individual employees. When speaking with current or former employees of the City, Outside Counsel shall, as appropriate, advise those employees that although their dialogue will be considered attorney-client communications to the fullest possible extent, counsel's responsibility is to the City and they do not represent those employees in their individual capacities. As a matter proceeds, if employees of the City will be examined under oath or interviewed in other adverse contexts, and if Outside Counsel believe it advisable for them to represent the employees in their individual capacities at such events, Outside Counsel must obtain the Corporation Counsel's advance consent before agreeing to represent such persons in their individual capacities. The Corporation Counsel, in consultation with other City personnel, will determine if it is appropriate for the individual to receive representation and, if so, by whom.

Outside Counsel who are engaged to represent both an entity and employees of that entity simultaneously shall take all necessary steps to ensure the continuing absence of conflicts, and to preserve their ability to continue representing the entity in the event that conflicts develop between the entity and individual clients.

II. WORKING RELATIONSHIP

A. Identification of Objectives/Relationship Attorney.

The Corporation Counsel or his designee will be Outside Counsel's principal and regular point of contact for financial and strategic decisions. Only the Corporation Counsel or his designee has authority to direct Outside Counsel in the handling of the matter. If a City employee other than the Corporation Counsel or his designee asks Outside Counsel to proceed in a certain fashion or to perform certain activities with respect to a specific legal matter, Outside Counsel shall report the request to the Corporation Counsel and obtain direction prior to proceeding.

Outside counsel shall designate an Attorney to be the Corporation Counsel's principal contact. In all matters, the City remains ultimately responsible for making all substantive decisions and determining the costs and benefits of contemplated legal activity. In many matters, City attorneys will act as full co-counsel and be engaged with Outside Counsel in the day-to-day conduct of the case. In matters where Outside Counsel is handling that day-to-day conduct without City personnel as co-counsel, the City shall be consulted on a regular basis throughout the course of Outside Counsel's engagement and to be kept fully informed of the current status and proposed course of the matters assigned to Outside Counsel's firm. All strategic, tactical, staffing (including any proposed staffing changes) and significant resource allocation decisions about City legal matters must be made in collaboration with the Corporation Counsel.

B. Early Case Assessment/Cost Assessment.

Each complex matter is to be thoroughly evaluated at its outset. The same applies to actions in which the City is the plaintiff, except that the analysis will be performed before the case is filed. In any matter, Outside Counsel shall provide an early case assessment that includes analysis of (1) likely costs to the City from the process, (2) possible outcomes, indicating the likelihood of each, and (3) strategy and tactics for termination or resolution. The format of the early case assessment may vary from a formal written document to a verbal briefing or a combination of a written budget with a verbal briefing on other aspects of the case.

Please note that time spent preparing a budget is not billable, but counsel may bill for time spent preparing an early case assessment or a recommended discovery plan.

The City places significant reliance on cost estimates and Outside Counsel shall prepare them with care. Although the City understands that unanticipated events may have an impact on costs, the City shall be consulted promptly if Outside Counsel believes that the most recent cost estimate provided is no longer accurate. Should total fees or costs exceed the agreed budget, or should fees or costs for a phase of the case exceed the agreed estimate for that phase, without adequate explanation in advance that the increased expense will be necessary, the City may require that an increased discount be applied to unanticipated fees or costs and reserves the right not to pay Outside Counsel for any amounts incurred or expended in excess of the approved budget or estimate.

For bond matters and other transactional engagements, counsel may be expected to provide a fee cap for the transaction, approved by the City, prior to commencing work. Only where a transaction materially changes in scope will the City consider revisions to an agreed fee cap. No payments above the agreed fee cap shall be made unless and until a revised fee cap has been approved in writing by the Director of the City or his/her designee.

C. Staffing.

Unless otherwise agreed, the senior attorney retained shall be directly and ultimately responsible for the entire assignment. The day-to-day involvement of that senior attorney, however, shall be appropriate to the magnitude of the matter and the efficiency required for a timely, cost effective, quality work product. When a senior attorney can handle an assignment most efficiently (based on skill and experience), that senior attorney shall complete the assignment.

The City shall be billed for only one attorney to attend events such as depositions, witness meetings, settlement conferences, negotiations and meetings with other parties' counsel. The City recognizes that in more complex matters and those with multiple work-streams, it may occasionally be appropriate for multiple attorneys to attend significant events and for members of the team to consult with each other. The City insists, however, that no more than the minimum number of attorneys necessary to an event attend, that billable internal conferences and charges for drafting and reading internal email correspondence occur only when absolutely required, and that the Corporation Counsel be regularly informed both of the number of attorneys who will attend significant events and the reason for the attendance of each billing timekeeper.

The City believes that it is most efficient for a single attorney or group of attorneys to handle a matter from beginning to end and Outside Counsel shall strive for such continuity. The City will not pay for learning time that may result from staffing changes at Outside Counsel's firm. In addition, the City will not reimburse Outside Counsel for any routine training or supervisory time, including time spent at seminars, unless specifically approved in advance and included as part of the budget. The City will not ordinarily pay for summer associate time unless such time has been identified as part of the approved staffing plan for appropriate work. The City will not pay for time submitted by librarians; secretaries; billing, filing, docketing or document clerks; internal messengers/couriers; temporary or clerical support staff; word processors; and IT

professionals other than electronic discovery specialists serving a function similar to that of paralegals/case managers. The City also will not pay for time billed by attorneys or paralegals to perform tasks (filing, indexing, etc.) that could and should have been handled by support personnel.

D. Settlement.

Outside Counsel shall have no settlement authority unless and until such authority is explicitly conferred on them by the Corporation Counsel. If Outside Counsel believes that settlement should be pursued, Outside Counsel must seek instructions in this regard from the Corporation Counsel, and not pursue formal or informal settlement discussions without the Corporation Counsel's approval. Outside Counsel shall immediately inform the Corporation Counsel of any settlement proposal or overture, formal or informal, by the opposing party or counsel. Please note that under no circumstances can the City agree to designate a settlement agreement as confidential. All City settlement records are, by definition, public documents.

E. Media Relations/Law Firm Advertising.

The City does not authorize outside counsel or vendors to comment publicly in any manner on any aspect of the City's legal matters. All media inquiries relating to the City shall be referred promptly to the Corporation Counsel and discussed with the Corporation Counsel before responding to the media contact in any manner. This includes even "no comment" or other non-substantive responses. If time is of the essence and Outside Counsel cannot reach the Corporation Counsel, the Press Secretary in the Office of the Mayor shall be contacted.

The City does not permit Outside Counsel to advertise or promote their relationship with the City, other than by listing the City as a representative client.

F. Engagement of E-Discovery and Other Vendors, Including Experts.

Before engaging any vendor, including electronic discovery firms and experts, lobbyists or other consultants (in each case, a "vendor"), Outside Counsel must pre-clear that engagement with the Corporation Counsel, unless the Corporation Counsel has explicitly granted exceptions to this preclearance requirement. The City will not be responsible for vendor fees or costs unless that vendor's engagement was pre-approved by the City. The City may require Outside Counsel to engage vendors with which the City has master contracts or preferred pricing arrangements, and always will insist on engagement of the lowest-cost vendor qualified to handle a task (understanding that complex tasks may require vendors with specialized expertise).

Outside Counsel will pay all third-party service providers directly and will bill the City for those services' detailed disbursements included in monthly invoices. This City will not accept separate invoices from service providers directly to the City for payment.

Outside Counsel has the responsibility to ensure that there are no conflicts between any vendor and the City. In addition, all vendors must execute the confidentiality agreement attached as Appendix A. The fee and disbursement policies as outlined in this Agreement shall be made available to, and followed by vendors. It is Outside Counsel's responsibility to confirm that all third party billings comply with this Agreement.

Vendor payment arrangements shall be discussed in advance with the Corporation Counsel. In general, Outside Counsel shall contract with vendors themselves and pay the third party invoices directly, incorporating those invoices into their own bills to the City and including appropriate detail for reasonable review by City personnel. The City may request Outside Counsel to provide full copies of vendor invoices; Outside Counsel therefore shall retain those invoices in accordance with IRS guidelines. The Corporation Counsel may approve other payment arrangements, including (in rare cases) direct contracting with and payment by the City.

When engaging court reporting services, Outside Counsel shall request only one transcript (electronic or hard copy). The City will not reimburse charges for additional transcripts.

G. Adherence to Ethical Standards.

The City conducts itself in accordance with the highest ethical standards and expects the same of its Outside Counsel. No City employee ever has authority to instruct Outside Counsel to act in an unethical manner. If Outside Counsel believes that a City employee has engaged or will engage in illegal or unethical activity, Outside Counsel must immediately advise the Corporation Counsel. The City will terminate its relationship with any Outside Counsel who, in the City's sole discretion, fails to adhere to the foregoing ethical standards.

At all times, Outside Counsel will remain aware of and in compliance with each of the City's "Pay-to-Play" ordinances and any amendments thereto.

H. Gratuities.

City officers and employees are prohibited from accepting any gift, favor, service or other thing of value related in any way to the City officer's or employee's public duties. In addition, any vendor to the City is prohibited from offering a gift or other thing of value to a City officer or employee with which the vendor transacts business or offers to transact business. Any City officer or employee is prohibited from soliciting a gift or thing of value from a City vendor. This includes charitable donations made in the name of a City employee.

The City reserves the right to amend this Agreement from time to time, providing written notification to Outside Counsel within thirty (30) days of the effective date of any substantive changes. Failure to accept amendments may result in the termination of services from the City.

I. Malpractice Insurance.

Outside Counsel representing the City shall maintain malpractice insurance coverage that is reasonable and prudent in relation to the types and sizes of matters handled. Outside Counsel shall, upon request, promptly provide the Corporation Counsel with copies of any applicable policies required under this section, and/or a certificate of insurance. Each policy provided must be certified by the agent or underwriter to be a true copy. If Outside Counsel does not have coverage or if coverage is cancelled and not immediately replaced with comparable coverage, Outside Counsel must immediately report this to the Corporation Counsel.

J. File Retention.

For Litigated Matters: Outside Counsel shall retain pleadings, correspondence, discovery materials, deposition transcripts and similar documents and work product for a period of no less than seven (7) years from the date the matter is concluded or for the time period specified by rule or law in the jurisdiction in which the matter was pending, whichever is longer. Beyond this period, Outside Counsel shall notify the City in writing no less than sixty (60) days prior to destroying any file. Along with the written notification, Outside Counsel shall submit an inventory of any original City documents contained in the file to be destroyed and a representation that any electronic version of the file will also be destroyed or deleted.

For Bond and Other Transactions, and Advice Matters: Documents shall be retained in accordance with the same policies applicable to litigated matters unless applicable law mandates any longer retention schedule. However, bond counsel and transactional/advice counsel shall retain all transcripts of transactions and memoranda of advice indefinitely unless otherwise directed by the Corporation Counsel.

III. Billing

A. Rates.

Outside Counsel shall be compensated at the rate of \$150.00 per hour, including expenses. The total amount of this agreement shall not exceed \$10,000.

The City will pay for actual services rendered at rates established in Requests for Qualifications or otherwise agreed to in advance. At the time of Outside Counsel's initial engagement, Outside Counsel shall furnish the Corporation Counsel with a schedule of billing rates for partners, associates and all other timekeepers expected to bill time against the matter for review and approval prior to billing time to the City. Because of City procurement rules, the rates applicable at the inception of each specific matter must remain in effect for the duration of that matter.

Hourly rates shall include all overhead costs (*see* Acceptable Fees/Charges, below), none of which shall be included in disbursements.

Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent prior consent, the City will not pay for more than ten (10) hours of time by a single timekeeper in a single day, but the Corporation Counsel may increase that number of permissible hours in matters of special urgency or where cases are in or approaching trial.

Outside Counsel shall bear in mind that invoices may be disclosed pursuant to the City's open records laws and that courts may not sustain assertions of privilege by the City. Although the City will endeavor to redact privileged information before releasing bills for public consumption, Outside Counsel shall, to the extent practicable and consistent with the need to fully inform the City of its activities and to allow the City to evaluate the reasonableness of billing narratives, avoid the inclusion of privileged matter in invoices.

B. Invoicing Policy.

All invoices must be submitted to the Corporation Counsel.

For litigation, advice, and non-bond transactional matters, Outside Counsel generally are expected to submit monthly invoices within thirty days of the conclusion of the billing period, absent the City's prior consent to a longer delay. All charges must reflect the work performed within the billing period or a reasonable time before the billing period. Absent good cause, as defined by the City, the City will not pay for services or expenses incurred more than 90 days prior to the date the invoice is submitted. For bond matters, Outside Counsel are expected to submit their invoice within thirty days of the conclusion of the transaction.

Absent a specific agreement to an alternative fee arrangement, Outside Counsel fees shall be computed by applying the negotiated hourly rate to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from Outside Counsel is deemed to be a certification by the firm and billing partner that all legal services and disbursements reflected on the bill are reasonable for the legal matter involved and necessary for the proper provision of legal services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement.

The City reserves the right to audit all fee and disbursement details that Outside Counsel submit, as well as the corresponding legal file. The City will promptly terminate the services of any

Outside Counsel whose billing practices raise questions about the Outside Counsel's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

C. Invoice Format.

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Matter name
- Outside Counsel's matter number
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary. Incomplete or vague charge descriptions are unacceptable. Examples of incomplete or vague charges include, but are not limited to: 'analysis', 'review file,' 'conference', 'attention to matter'; 'worked on discovery', 'work on file', 'prepare for meeting', 'misc.', and 'other'
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

The detailed billing report from Outside Counsel's system will provide this information. If Outside Counsel provides services on more than one matter during a billing period, a separate invoice for each matter is required.

D. Acceptable Fees/Charges.

Overhead charges may not be billed. The City will not reimburse Outside Counsel for basic support services, which the City deems to be part of Outside Counsel's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial services (including overtime charges)
- Word processing or proofreading
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets

- Library usage (including book purchases or subscriptions) or library staff time
- Office supplies
- Conference room charges

E. Basic legal research may not be billed.

Outside Counsel shall be familiar with the basic substantive law at issue in the matter for which the firm was retained, and the City shall not be charged for this type of research. If legal research benefits other clients, only the proportionate share of that cost shall be billed to the City. The City shall also benefit from previously prepared briefs and memoranda, and when such briefs or memoranda exist, will pay only for actual time spent updating or tailoring the same. All other anticipated legal research shall be addressed in Outside Counsel's proposed budget. Legal research projects necessary in a particular litigation assignment must be approved in advance by the Corporation Counsel before the research is commenced.

The City will pay only for the actual time spent by Outside Counsel or other approved timekeeper conducting the research. As explained *infra*, fees charged by electronic or other research services, including library fees, Westlaw, Lexis and other online services are considered general overhead and are not reimbursable.

F. Out-of-pocket costs must be itemized and passed through with no markup.

The City will reimburse Outside Counsel for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Outside Counsel's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group (e.g., Travel Expenses - \$4,000.00) or disbursements without descriptions.

G. Prohibited disbursements.

The City considers certain disbursements to be part of a law firm's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Westlaw, Lexis and other legal database services
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals (except during business travel, and then limited to \$70 per day)
- Mileage for short trips (<30 miles one way)

- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

H. Copying/scanning.

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Outside Counsel or five cents per page. The City will reimburse for document scanning at Outside Counsel firm's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

I. Couriers and Overnight Mail.

The City will reimburse for actual charges billed to Outside Counsel for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Outside Counsel shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Outside Counsel shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

J. Travel Expenses.

All air and rail travel must be first approved by the Corporation Counsel, ideally as part of the case budget. Outside Counsel shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Outside Counsel shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses. **Non-working travel time is not billable without the Corporation Counsel's prior approval.**

K. Reimbursement of Meals for Overnight Travel.

The City will reimburse for meals consumed while traveling overnight on City business, but limited (absent prior approval) to no more than seventy dollars (\$70) per person, per day. Under no circumstances will the City reimburse costs for alcoholic beverages.

L. Maintenance of Expense Records.

To ensure compliance with the City's reimbursement policies, Outside Counsel shall require itemization of out-of-pocket expenses such as airline tickets, meals and hotel bills before making reimbursement to any attorney, employee or third party, and maintain original receipts. Travel and meal expenses and receipts may be audited and shall be retained by Outside Counsel in accordance with applicable IRS guidelines. Unless requested to do so by the City, Outside Counsel shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

M. Personal Expenses Not Reimbursable.

Please take care to distinguish between personal expenses and properly chargeable business expenses. The City will not reimburse for, among other things, recreation fees, salon or spa charges, pay-per-view movies or other personal entertainment charges, airline baggage charges, travel agency expenses, shoe shines, toiletries, dry cleaning or laundry (except in the unlikely event travel of more than seven days' duration is required), or luggage.

N. Vendor discounts must be passed through.

If Outside Counsel receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

IV. COMPLIANCE WITH AFFIRMATIVE ACTION PLAN

(a) If the Agreement exceeds \$40,000.00, it shall be subject to the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

(b) This Agreement shall not become effective and Contractor shall provide no services under this Agreement until it has executed the following documents:

1. A supplemental Affirmative Action Agreement pursuant to N.J.S.A. 10:5-31 et seq. (for contracts which exceed \$40,000.00). The Affirmative Action Agreement is attached hereto as Exhibit "B" and is incorporated herein by reference.

2. An Affirmative Action Employee Information Report (form AA-302) (for contracts which exceed \$40,000.00).

V. CITY OF JERSEY CITY LOBBYIST DISCLOSURE ORDINANCE

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 *et seq.* adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 *et seq.*, following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

VI. CONFIDENTIALITY

In the course of representing the City, Outside Counsel will frequently gain access to nonpublic and confidential information. The City requires Outside Counsel to maintain the confidentiality of such information both during and after the course of Outside Counsel's representation of the City. Outside Counsel must have in place appropriate procedures to ensure the protection of all such information. In the event the representation requires Outside Counsel to become privy to protected personally-identifiable information about any person, such as health or financial records, Social Security numbers or other such information, then this information must be handled with the utmost care both within facilities in Outside Counsel's control, and certainly when that information is being transported. Under no circumstances shall such confidential information be transported outside Outside Counsel's offices--either physically or over the public internet--unless the information is appropriately encrypted. In the event information is compromised or potentially compromised, Outside Counsel must notify the City immediately.

Outside Counsel must follow all statutory, regulatory, and ethical provisions relating to privacy, confidentiality and nondisclosure of all privileged, proprietary and confidential information. Outside Counsel must take appropriate measures to ensure that all legal and nonlegal personnel are familiar with this requirement and are effectively supervised in this regard.

Vendors to whom Outside Counsel gives access to confidential or proprietary material of the City (including work product) must sign the confidentiality agreement attached as Appendix A. It is the responsibility of Outside Counsel to obtain a signed confidentiality agreement from each vendor and to retain those agreements.

This Confidentiality Section, and the corresponding Confidentiality Agreement attached as Appendix A, is above and beyond any relationships or privileges held or created separate and apart from this Agreement.

VII. NEW JERSEY BUSINESS REGISTRATION REQUIREMENTS

Outside Counsel shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-44(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L.2001, c.134 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L.1977, c.110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

VIII. CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE

The contract is awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals have certified that they have neither made a reportable contribution in the one year period preceding the date that the City Council awarded the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

IX. TERMINATION

The City reserves the right to terminate the within Agreement at any time for any reason whatsoever, in which event Outside Counsel shall be paid for services due up to the date of termination. Thereafter, this Agreement shall be considered null and void with no further rights or obligations emanating therefrom. Unless sooner terminated or renewed, this contract shall be for a term of one (1) year commencing on the date the contract is executed by City officials.

X. GENERAL TERMS

A. Governing Law/Jurisdiction.

This Agreement will be interpreted in accordance with, and governed by, the laws of the State of New Jersey. The courts of the State of New Jersey will have exclusive jurisdiction and the parties irrevocably attorney to the jurisdiction of such courts.

B. Counterparts Clause.

This Agreement may be executed by e-mail in counterparts all of which will be deemed originals and legally binding once delivered to each of the other parties' authorized e-mail addresses and such delivery is acknowledged by reply e-mail. Although not necessary to legally bind the parties, each party agrees to promptly circulate signed originals in sufficient number to the other parties for record-keeping purposes after completing the e-mail execution and delivery. All counterparts when executed and delivered (by e-mail or in paper form) will be construed together to be an original and will constitute one and the same agreement.

By accepting an engagement by the City, law firms will be deemed to have familiarized themselves with this agreement and to have agreed to adhere to it in all respects, now and as they may be amended from time to time upon written notice and acceptance. This acceptance is a matter both of contract and professional responsibility.

Attest:

City of Jersey City

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

**McCusker, Anselmi, Rosen &
Carvelli, P.C.**

By:
Firm:

APPENDIX A

CONFIDENTIALITY AGREEMENT

____ (Subcontractor), as a contractor of Outside Counsel retained by the City of Jersey City (the "City") pursuant to an "Outside Counsel Agreement" dated _____, hereby acknowledges and agrees as follows:

1. All documents and data, including but not limited to financial, statistical, personnel, customer and/or technical documents, owned or supplied by the City to the Subcontractor, shall be treated as confidential (Documents and Data). The Subcontractor shall take all necessary and reasonable precautions to ensure that the City's Documents and Data are safeguarded. Use of the Documents and Data is strictly limited to that use necessary to complete the scope of work agreed upon, which may include disclosure to employees, officers or agents of any subcontractor assisting with the scope of work. Any other use, and any sale or offering of the Documents and Data in any form by the Subcontractor, or any individual or entity in the Subcontractor's charge or employ, will be considered a violation of this Confidentiality Agreement and may result in termination of the agreement between Subcontractor and the law firm retained by the City, and the Subcontractor's suspension or debarment from City contracting. In addition, such conduct may be reported to the appropriate authorities for possible criminal prosecution.
2. Subcontractor shall be responsible to ensure that all agents and individuals or entities in the Subcontractor's charge or employ adhere to this Confidentiality Agreement. A breach of confidentiality by any individual or entity in the Subcontractor's charge or employ will be considered a violation of this Confidentiality Agreement by the Subcontractor.
3. In the event that Subcontractor, its agent or any individual or entity in the Subcontractor's charge or employ receives a subpoena, demand, or other request for any of the City's documents or data, Subcontractor shall promptly notify the City and shall not turn over any of the City's documents or data.
4. The Subcontractor shall comply with all applicable City and Federal laws that require the notification of individuals in the event of unauthorized release of personally-identifiable information or other event requiring notification. In the event of a breach of any of the Subcontractor's confidentiality obligations or other event requiring notification under applicable law ("Notification Event"), the Subcontractor agrees to assume responsibility for informing all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the City and its trustees, officers, and employees from and against any claims, damages, or other harm related to such Notification Event.
5. Upon termination of this Confidentiality Agreement the Subcontractor shall return or erase, destroy, and render unreadable all Subcontractor copies of City Documents and Data, both physical and electronic, and certify in writing that these actions have been completed within 30 days of the termination of this Confidentiality Agreement or within 14 days of the request of an agent of the City, whichever shall come first.

6. This Confidentiality Agreement shall survive the Subcontractor's termination of the contract between the law firm retained by the City and Subcontractor or upon completion of the scope of work related to the City.

Subcontractor/Firm: _____

By: _____

Title: _____

Date: _____

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that McCusker Anselmi Rosen Carvelli (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract McCusker Anselmi Rosen Carvelli (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: McCusker Anselmi Rosen Carvelli

Signed

[Signature]

Title:

Office Administrator

Print Name

Andrew Moschella

Date:

8/2/17

Subscribed and sworn before me
this 3 day of August 2017.

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

CAROLE ANN BASSO
Notary Public of New Jersey
My Commission Expires 02/25/22

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Andrew Moschella / Executive Director

Representative's Signature: [Signature]

Name of Company: McGusker Anselmi Rosen + Carvelli

Tel. No.: 973 3635-6300 Date: 8/3/17

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 22-3425129	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 46
4. COMPANY NAME McCusker, Anselmi, Rosen & Carvelli		
5. STREET 210 Park Ave Ste 301	CITY Florham Park	COUNTY Morris
	STATE NJ	ZIP CODE 07932
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) none		
7. CHECK ONE: IS THE COMPANY: <input checked="" type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		46
10. PUBLIC AGENCY AWARDED CONTRACT		
	CITY	COUNTY
	STATE	ZIP CODE

Official Use Only	DATE RECEIVED	NAUG. DATE	ASSIGNED CERTIFICATION NUMBER


SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	2	1	1					1					1
Professionals	26	16	10					16					10
Technicians													
Sales Workers													
Office & Clerical	17	1	16	1					1			2	13
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)	46	18	27	1				17	1			2	24
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	3	1	2					1					2

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED: <input checked="" type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 2 9 15
13. DATES OF PAYROLL PERIOD USED From: 07/14/17 To: 07/31/17		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Andrew Moschella	SIGNATURE 	TITLE Executive Director	DATE MO DAY YEAR 8 3 17
17. ADDRESS NO. & STREET 210 Park Ave. Ste 301	CITY Florham Park	COUNTY Morris	STATE NJ
	ZIP CODE 0732	PHONE (AREA CODE, NO., EXTENSION) 973 - 635 - 6300	

Item G. MWBE Questionnaire (2 Copies)**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : McCusker, Anselmi, Rosen & Carvelli, P.C.
Address : 210 Park Avenue, Suite 301, Florham Park, NJ 07932
Telephone No. : (973) 635-6300
Contact Name : John B. McCusker, Esq.

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

**Definitions
Minority Business Enterprise**

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

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To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: McCusker, Anselmi, Rosen & Carvelli, P.C.

Address: 210 Park Avenue, Suite 301, Florham Park, NJ 07932

Telephone No.: (973) 635-6300

Contact Name: John B. McCusker, Esq.

Please check applicable category:

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

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American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM


Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no-later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	McCusker Anselmi, Rosen + Corvelli		
Address:	210 Park Ave Ste 301		
City:	Florham Park	State:	NJ
		Zip:	07932

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.


Signature

Andrew Moschella
Printed Name

Executive Director
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

BUSINESS ENTITY DISCLOSURE CERTIFICATION

FOR NON-PAID AND OPEN CONTRACTS

Required Pursuant To N.J.S.A. 19:44A-20.8

CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Steven Fulop for Mayor 2017	Friends of Chris L. Gadsden
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Jermaine D. Robinson

Part II - Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☒ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
N/A	

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: McSucker, Angelini, Rosen & Carvelli

Signed: [Signature] Title: Executive Director

Print Name: Andrew Moschella Date: 8/11/17

Subscribed and sworn before me this 11 day of

August, 2017

My Commission expires:

CAROLE ANN BASSO
Notary Public of New Jersey

My Commission Expires 02/25/22

[Signature]
(Affiant)
Carole Ann Basso
(Print name & title of affiant) (Corporate Seal)

11/06/14

Taxpayer Identification#

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, NJ 08646-0252
TAXPAYER NAME:	TRADE NAME:	
MCCUSKER, ANSELM, ROSEN & CARVELLI, A.P.		
ADDRESS:	SEQUENCE NUMBER:	
210 PARK AVENUE SUITE 301 FLORHAM PARK NJ 07932	0662339	
EFFECTIVE DATE:	ISSUANCE DATE:	
04/18/96	11/06/14	
FORM-BRC		Director New Jersey Division of Revenue
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		

(04-08), 0205046V

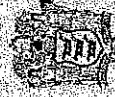
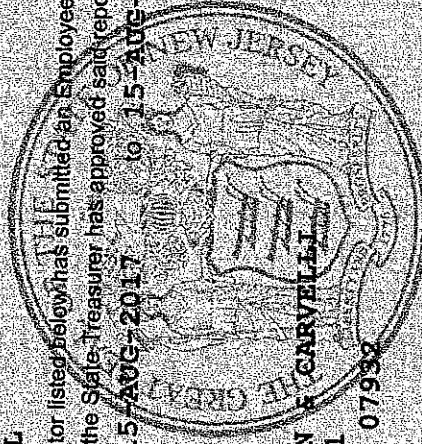
Certification 57948

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

INITIAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-AUG-2017 to 15-AUG-2024

MCCUSKER ANSELM ROSEN & CARVELLI
210 PARK AVE., STE 301
FLORHAM PARK NJ 07932



Ford M. Scudder

FORD M. SCUDDER
State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-754
Agenda No. 10.Z.34
Approved: SEP 13 2017
TITLE:



RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO DIGABRIELE, MCNULTY, CAMPANELLA AND CO., LLC TO SERVE AS A CONSULTANT TO THE CITY OF JERSEY CITY FOR FORENSIC ACCOUNTING SERVICES

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City ("City") is engaged in ongoing litigation related to the matter of the Estate of Hiram A. Gonzalez by Iraldeliz Gonzalez, Administrator Ad Prosequendum v. Police Officer Hasmi, Police Officer Tucker and the Jersey City Police Department that was filed in Superior Court of New Jersey under Docket Number HUD-L-2857-16; and

WHEREAS, In June 2017, the City required a forensic accounting services consultant to assess economic wage losses and prepare a report in connection with this litigation; and

WHEREAS, DiGabriele, McNulty, Campanella & Co., LLC agreed to provide these services for one year at an hourly rate of **\$150.00**, including expenses, for a total amount not to exceed **\$6,000**; and

WHEREAS, these services qualify as professional services exempt from public bidding under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, funds in the amount of \$6,000 are available in **Account No. 17-01-201-23-210-312**.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract award in the amount of **\$6,000** with DiGabriele, McNulty, Campanella & Co., LLC of 22 Horseneck Road, Fairfield, New Jersey 07004 to undertake forensic accounting services to assess economic wage losses and prepare a report for the City is hereby ratified;
2. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary;
3. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution; and
4. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.

City Clerk File No. Res. 17-754
 Agenda No. 10.Z.34 SEP 13 2017

TITLE:

RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO DIGABRIELE, MCNULTY, CAMPANELLA AND CO., LLC TO SERVE AS A CONSULTANT TO THE CITY OF JERSEY CITY FOR FORENSIC ACCOUNTING SERVICES

I hereby certify that funds in the amount of \$6,000 are available in Account No.: **17-01-201-23-210-312** for payment of this resolution. *0.0 #125996*


 Donna Maurer, Chief Financial Officer

:igp
 7/24/17

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator


 Joanne Monahan
 Corporation Counsel

Certification Required ☒Not Required ☐

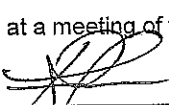
APPROVED 9-0

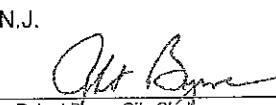
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION RATIFYING THE AWARD OF A PROFESSIONAL SERVICES AGREEMENT TO DIGABRIELE, MCNULTY, CAMPANELLA AND CO., LLC TO SERVE AS A CONSULTANT TO THE CITY OF JERSEY CITY FOR FORENSIC ACCOUNTING SERVICES

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The City requires the services of DiGabriele, McNulty, Campanella and Co., LLC for forensic accounting to assess economic wage losses and prepare a report with regard to decedent Hiram Gonzalez in connection with the litigation entitled Gonzalez v. City of Jersey City, et al.

Cost (Identify all sources and amounts)

\$6,000
IFC Account No. 01-201-23-210-312

Contract term (include all proposed renewals)

One Year

Type of award Direct/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

PROFESSIONAL SERVICES AGREEMENT

Agreement made this day of , 2017 ("Agreement") between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey, located at 280 Grove St., Jersey City, New Jersey 07302 ("City") and DiGabriele, McNulty, Campanella & Co., LLC, located at 22 Horseneck Road, Fairfield, New Jersey 07004 ("Consultant").

WHEREAS, the Consultant submitted a proposal dated June 21, 2017 ("Consultant's Proposal"), in an amount not to exceed six thousand dollars (\$6,000), attached hereto; and

WHEREAS, the City requires professional forensic accounting services wherein the Consultant shall assess economic wage losses, if any, and prepare a report with regard to the decedent Hiram Gonzalez ("Decedent"), in connection with the litigation entitled Gonzalez v City of Jersey City, et al (Docket No. HUD-L-2857-16) (the "Litigation") and Consultant will perform such services as described in Consultant's Proposal; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this Agreement is for Consultant to provide the City with professional services involving the determination of the lost wages to be memorialized in a written report as to the Decedent in connection with the Litigation, in particular, to perform the services described in Consultant's Proposal.

ARTICLE II

Scope of Services

1. Consultant shall perform for the City all of the required professional services in accordance with this Agreement and Consultant's Proposal, which is attached hereto and incorporated herein by reference. This Agreement and Consultant's Proposal are intended to

complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of Consultant's Proposal, the provisions of this Agreement shall govern over the provisions of Consultant's Proposal.

2. Such described services shall be performed and the written report shall be completed by July 14, 2017 unless the City advises the Consultant otherwise.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are produced in writing and signed by authorized representatives of the City and Consultant. Any modifications which increase the compensation of Consultant may require the prior authorization of the governing body of the City.

ARTICLE III

Contractual Relationship

4. In performing the services under this Agreement and the Consultant's Proposal, Consultant shall operate and have status of an independent contractor and shall not act as an agent or employee of City. As an independent contractor, Consultant shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

5. Consultant shall perform the services under this Agreement in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

ARTICLE IV

Compensation and Payment

6. Compensation for the performance of professional services described in this Agreement will be in accordance with Consultant's Proposal, with a total contract amount not to exceed Six Thousand Dollars and Zero Cents (\$6,000.00). Hourly rates shall be in the amount set

forth in Consultant's Proposal and include all overhead costs (see Acceptable Fees/Charges, below), none of which shall be included in disbursements. Time must be billed in 0.1 hour increments and on a per-task basis. The time entry description must be specific, detailing the action taken and the subject matter. Absent a specific agreement to an alternative fee arrangement, fees shall be computed by applying the negotiated hourly rate set forth in Consultant's hourly fee schedule to the time for the services expended. Hours shown must accurately reflect the time spent on the described activity and must either be the exact amount of time or the exact time rounded down to the nearest one-tenth of an hour. Block billing—grouping multiple activities under a single time charge—will not be accepted, and the City will not pay for any time recorded in a block fashion unless this requirement is waived by the Director of the City of Law or his or her designee.

Every bill from is deemed to be a certification by the Consultant and billing partner that all services and disbursements reflected on the bill are reasonable for the matter involved and necessary for the proper provision of services to the City. The City may deduct certain fees and charges that are inconsistent with this Agreement. The City reserves the right to audit all fee and disbursement details that Consultant submits. The City will promptly terminate the services of any Consultant whose billing practices raise questions about the Consultant's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

Acceptable Fees/Charges

Overhead charges may not be billed.

The City will not reimburse Consultant for basic support services, which the City deems to be part of Consultant's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing

- Secretarial services (including overtime charges)
- Word processing or proofreading (by individuals other than the author(s) of the requested document(s))
- Maintenance of a calendar or tickler system
- Investigating potential conflicts
- Preparing budgets
- Office supplies
- Conference room charges

Out-of-pocket costs must be itemized and passed through with no markup

The City will reimburse Consultant for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Consultant's invoices to the City shall reflect the actual cost and shall not include any markup. All disbursements must be fully itemized with a description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous,' billed in a group or block or disbursements without descriptions.

Prohibited disbursements

The City considers certain disbursements to be part of a Consultant's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

Copying/scanning

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Consultant or five cents per page. The City will reimburse for document scanning at Consultant's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning, and there shall be no charges associated with the scanning and filing of court papers and correspondence. Every effort shall be made to minimize scanning expenses by working with documents in electronic format whenever possible.

Couriers and Overnight Mail

The City will reimburse for actual charges billed to Consultant for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Consultant shall use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Consultant shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

Travel Expenses

Travel must be first approved by the Corporation Counsel, ideally as part of the budget. Consultant shall use good judgment in selecting hotels and restaurants and incurring expenses for which the taxpayers are to be charged. Consultant shall use alternatives to travel such as conference calls or videoconferences whenever practicable. If the travel involves another client, the City may be billed only for its proportionate share of both time and related expenses.

Maintenance of Expense Records

To ensure compliance with the City's reimbursement policies, Consultant shall require itemization of out-of-pocket expenses. Travel and meal expenses and receipts may be audited and shall be retained by Consultant in accordance with applicable IRS guidelines. Unless requested to do so by the City, Consultant shall not forward copies of travel and meal expense receipts to the City with the firm's invoices.

Vendor discounts must be passed through

If Consultant receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

7. Consultant shall submit to City monthly invoices showing the services performed and the charges therefore in proportion to the work completed as described in Consultant's Proposal. Monthly reports (including but not limited to narrative description of the work performed, sample analysis report, photograph, etc.) must be attached to each invoice. Consultant understands that said invoices must be submitted to the governing body of City for approval prior to payment.

Invoice Format

Each invoice will include the following minimum requirements:

- Unique invoice number
- Invoice date
- Project name
- Date(s) services were performed
- Timekeeper name or ID
- Timekeeper title or level
- A narrative description of the services provided or tasks performed for each specific task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary.
- Time entry to the nearest tenth (.10) of an hour
- Timekeeper rate
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost

ARTICLE V

Insurance

8. Consultant shall purchase and maintain the required insurance during the term of this Agreement. The Consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Insurance requirements are as follows:

- 1.) Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.
- 2.) Workers Compensation with NJ statutory limits.
- 3.) Automobile Liability in the amount of \$1,000,000 combined single limit.
- 4.) Professional Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate.

9. The insurance policies described in this Article shall be kept in force for a period specified below.

A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance, shall be kept in force until submission of the Consultant's final invoice.

B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

10. Before commencing the work, the Consultant shall furnish the City certificates of such insurance upon execution of this Contract. Except for workers' compensation and professional liability, all certificates shall name the City of Jersey City as an additional insured.

ARTICLE VI

Personnel of the Consultant

11. Unless Consultant has otherwise received prior written authorization from the City's Corporation Counsel as set forth in 11a, Consultant shall not engage Third Party Vendors.

11a. Before engaging any Third-Party Vendor, Consultant must pre-clear that engagement with the City's Corporation Counsel. The City will not be responsible for Third-Party Vendor fees or costs unless that Third-Party Vendor's engagement was pre-approved by the City. Consultant shall only retain Third-Party vendors that are necessary and qualified based on familiarity with the project. The total cost of Third-Party Vendors shall not exceed 20% of the Consultant's base contract amount.

Consultant will pay all Third-Party Vendors directly and will bill the City for those services through incorporating those invoices into their own monthly bills to the City, including appropriate detail for reasonable review by City personnel. The City will not accept separate invoices from service providers directly to the City for payment. Third-Party Vendor payment arrangements shall be discussed in advance. The City may request Consultant to provide full copies of vendor invoices; Consultant therefore shall retain those invoices in accordance with IRS guidelines.

In addition, all Third-Party Vendors must execute a confidentiality agreement, as necessary. The fee and disbursement policies outlined herein and/or otherwise applicable to this proposal shall be made available to, and followed by Third-Party Vendors. It is Consultant's responsibility to confirm that all third party billings comply with City policies and agreements.

If Consultant receives a discount or rebate from a Third-Party Vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the City shall receive the benefit on a proportionate basis.

12. All personnel assigned to the Project by the Consultant shall be required to cooperate fully with personnel assigned to the Project by the City and in the event the Consultant's

personnel fails to cooperate, the Consultant shall relieve them of their duties on the Project when mutually agreed by both, the City and the Consultant.

ARTICLE VII

Progress Report

13. The Consultant shall prepare and send to the City on a monthly basis a Consulting Progress Monthly Payment Schedule Report (see Section 7, above) giving the status of the Project. If progress is delayed for any reason, the Consultant shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

14. Termination: City shall have the right to terminate this Agreement in whole or in part upon seven (7) days written notice. Upon receipt of termination notice, Consultant shall immediately discontinue services. Consultant shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by Consultant in connection with discontinuing the work hereunder, and shall have no further claim against City with respect thereto.

15. Suspension: City shall have the right to suspend this Agreement at any time, and for any reason, direct the Consultant to stop work under this contract for a period of time, upon seven (7) days written notice. The Consultant shall resume work as directed by the City, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the City for damages or extra remuneration except reasonable costs incurred by Consultant in connection with the suspension of work, and shall have no further claim against City with respect thereto.

ARTICLE IX

Arbitration

16. Any disputes or claims arising out of this Agreement, or breach thereof, shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

17. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Director of the Division of Architecture, Architectural, Traffic and Transportation of the City or any claim or dispute covered by this Article.

ARTICLE X

Nondiscrimination

18. In connection with the performance of work under this contract, the Consultant agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XI

Compliance With Equal Employment Opportunity/Affirmative Action Plan

19. If the Contract Agreement exceeds \$40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.S.A. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

20. This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

21. Consultant shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photocopy of a valid letter that the contractor is operating under an existing federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report Approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XII

Compliance With Americans With Disabilities Act of 1990

22. Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Consultant is required to read Americans with Disabilities language that is included as Appendix A of this proposal and agree that the provisions of Title II of the Act are made a part of the Agreement. The Consultant is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII

Indemnity

23. The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the City harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Consultant's negligent acts, errors or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the Consultant is legally liable. The Consultant is not obligated to indemnify the City in any manner whatsoever for the City's own negligence.

ARTICLE XIV

Entire Agreement

24. This Agreement constitutes the entire Agreement between City and Consultant. It supersedes all prior or contemporaneous communications, representations of Agreement, whether

oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than those herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless produced in writing and signed by an authorized officer of the party sought to be bound thereby.

25. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XV

P.L. 2004, c.57 (N.J.S.A. 52:32-44)

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non-Construction Contracts

26. P.L. 2004, c57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40:11-2).

The Consultant shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the Consultant.

Before final payment on the Agreement is made by the contracting agency, the Consultant shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the Agreement, or shall attest that no subcontractors were used.

For the term of the Agreement, the Consultant and each of its affiliates, and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44 (g) (3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this state, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to Section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of Section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XVI

City of Jersey City Contractor Pay-to-Play Reform Ordinance

27. This contract was awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. As such the undersigned does hereby attest that Consultant, its subsidiaries, assigns or principals have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Consultant, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

ARTICLE XVII

Confidentiality

28. In the course of representing the City and working with Corporation Counsel's office, Consultant may gain access to nonpublic and confidential information. The City requires Consultant to maintain the confidentiality of such information both during and after the course of Consultant's work with the City. Consultant should have in place appropriate procedures to ensure the protection of all such information.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date set forth above.

Attest:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert Kakoleski
Business Administrator

WITNESS:

**DIGABRIELE, MCNULTY,
CAMPANELLA & CO., L.L.C.**



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: DIGABRIELE, MCNULTY, CAMPANELLA & CO., L.L.C.
Trade Name:
Address: 22 HORSENECK ROAD
FAIRFIELD, NJ 07004
Certificate Number: 0083892
Effective Date: September 19, 1996
Date of Issuance: July 18, 2017

For Office Use Only:

20170718110602725

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-755
Agenda No. 10.Z.35
Approved: SEP 13 2017
TITLE:



RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO FRENCH & PARRELLO ASSOCIATES, PA IN CONNECTION WITH ENGINEERING DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE RIVERVIEW FISK PARK - IMPROVEMENTS, PROJECT NO. 2015-021 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the City of Jersey City (City) requires the services of a consulting engineering firm in connection with electrical and plumbing engineering services for the improvements to Riverview Fisk Park; and

WHEREAS, the City did solicit a Request for Qualifications (RFQ) for General Engineering Services through the fair and open process, and evaluated each firm as to its qualifications to provide these services; and

WHEREAS, a list of pre-qualified firms has been posted to the Jersey City Website; and

WHEREAS, the City is awarding this contract pursuant to the Fair and Open Provisions of the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, French & Parrello Associates, 1800 Route 34, Suite 101, Wall, New Jersey 07719 possesses the necessary qualifications to undertake this project and has submitted the attached proposal dated August 10, 2017 to provide services for a sum not to exceed \$16,950.00; and

WHEREAS, French & Parrello Associates have submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, these funds are available for this expenditure from General Parks - Capital Account:

<u>Account</u>	<u>P. O. #</u>	<u>Amount</u>
04-215-55-933-990	126174	\$16,950.00

WHEREAS, pursuant to the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) these services are professional services, which may be awarded without public bidding; and

WHEREAS, the Resolution authorizing the award and the agreement itself must be available for public inspection.

City Clerk File No. Res. 17-755
 Agenda No. 10.2.35 SEP 13 2017

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO FRENCH & PARRELLO ASSOCIATES, PA IN CONNECTION WITH ENGINEERING DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE RIVERVIEW FISK PARK - IMPROVEMENTS, PROJECT NO. 2015-021 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

NOW, THEREFORE, IS IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute a professional services agreement in substantially the form of the attached with the firm of French & Parrello Associates, PA for a lump sum fee not to exceed SIXTEEN THOUSAND NINE HUNDRED FIFTY 00/100 DOLLAR (\$16,950.00) for the contract period of twelve (12) months;
2. This agreement is awarded without competitive bidding as a professional services agreement under the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.;
3. A copy of this Resolution will be published in a newspaper of general circulation within the City of Jersey City as required by law within ten (10) days of the adoption of this Resolution;
4. The Certification of Compliance with the City's Contractor Pay to Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Mau (Donna Mau), as Chief Financial Officer, hereby certifies that these funds are available for this expenditure in Account No. 04-215-55-933-990 for payment of the above Resolution.

RR/ab

August 25, 2017

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
 Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE											9.13.17	
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	
GAJEWSKI	✓			YUN	✓			RIVERA	✓			
GADSDEN	✓			OSBORNE	✓			WATTERMEN	✓			
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
 Rolando R. Lavarro, Jr., President of Council

Robert Byrne
 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A PROFESSIONAL SERVICES CONTRACT TO FRENCH & PARRELLO ASSOCIATES, PA IN CONNECTION WITH ENGINEERING DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE RIVERVIEW FISK PARK - IMPROVEMENTS, PROJECT NO. 2015-021 FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ARCHITECTURE

Project Manager

Department/Division	Administration	Architecture
Name/Title	Brian F. Weller, L.L.A., A.S.L.A.	Director
Phone/email	(201) 547-5900	wellerb@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The services of a professional engineering consultant are needed to provide electrical and plumbing, design, drawings and specifications, and construction administration for the Riverview Fisk Park – Improvements project. These documents will work in conjunction with plans and specifications prepared by the Division of Architecture for public bid.

Professional design services to be included in this Contract will encompass the following disciplines:

1. Design and Schematic;
2. Contract Documents;
3. Bidding and Construction Administration (up to five payment meetings as needed by JCA); and
4. Site Meetings (10) full day site visits.

Cost (Identify all sources and amounts)

\$16,950.00 (General Parks – Capital Account)
04-215-55-933-990

Contract term (include all proposed renewals)

The term of this will be twelve (12) months after award of the contract.

Type of award Fair and Open

If "Other Exception", enter type

Additional Information

The Division of Architecture solicited four (4) RFP from our list of pre-qualified consultants; however, only two (2) proposals were received from the following:

1. French & Parrello Associates, PA \$16,950.00
2. Engenuity Infrastructure, LLC \$59,175.00

I certify that all the facts presented herein are accurate.


Signature of Division Director


Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE

MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806




ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE : August 29, 2017

TO : Rolando R. Lavarro, Jr., Council President and Members of the Municipal Council

FROM : Brian F. Weller, L.L.A., Director, Division of Architecture 

SUBJECT : Riverview Fisk Park - Improvements
Project No. 2015-021
Re: Engineering Services

This division received two (2) proposals of the four (4) requested from pre-qualified consultants for engineering consulting services. The services of a professional engineering consultant are needed to provide electrical and plumbing design, drawings and specifications, and construction administration for the Riverview Fisk Park – Improvements project. These documents will work in conjunction with plans and specifications prepared by the Division of Architecture for public bid. They are as follows:

- | | | |
|----|----------------------------------|-------------|
| 1. | French & Parrello Associates, PA | \$16,950.00 |
| 2. | Engenuity Infrastructure, LLC | \$59,175.00 |

Attached for your consideration is the Resolution authorizing the award of a contract to French & Parrello Associates to provide the following:

1. Preliminary Design;
2. Contract Documents;
3. Bidding and Construction Administration (includes preconstruction and punchlist);
and
4. Site Meetings (5) visits.

If you need any additional information, please do not hesitate to call.

ab

c: Peter Folgado, RPPO, QPA, Purchasing Agent

AGREEMENT

Agreement made this day of 2017, between the CITY OF JERSEY CITY, a municipal corporation of the State of New Jersey ("CITY") and **French and Parrello Associates, PA, 1800 Route 34, Suite 101, Wall, New Jersey 07719** ("CONSULTANT").

WHEREAS, the City requires the services of a **professional Engineering Consultant** in connection with the **Riverview Fisk Park - Improvements**.

WHEREAS, Consultant has the skills and expertise necessary to undertake this project in matters relating to the **electrical and plumbing design and construction administration for the Riverview Fisk Park - Improvements project**.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

ARTICLE I

Purpose of Agreement

The purpose of this agreement is for CONSULTANT to provide the CITY with professional **engineering** services in connection with the **Riverview Fisk Park - Improvements project**.

ARTICLE II

Scope of Services

1. CONSULTANT shall perform for the CITY all of the required professional **engineering** services in accordance with the Request for Quote (RFQ) prepared by the Division of Architecture dated **July 31, 2017** and the proposal prepared by the CONSULTANT dated **August 10, 2017**. The Agreement and the Consultant's Proposal are intended to complement and supplement each other. In the event that there is a conflict or discrepancy between the provisions of this Agreement and the provisions of Consultant's Proposal, the provisions of this Agreement shall govern over the provisions of the Consultant's Proposal.

COPY

2. Such described services shall be performed during a period of **twelve (12) months** after execution of this Agreement, unless additional time is agreed to in writing by the City.

3. The scope of services to be performed shall not be materially different from, or more or less extensive, than those specified above unless such modifications are reduced in writing and signed by authorized representatives of the CITY and CONSULTANT. Any modifications which increase the compensation of CONSULTANT shall require the prior authorization of the governing body of the CITY.

ARTICLE III

Contractual Relationship

1. In performing the services under this Agreement, CONSULTANT shall operate and have status of an independent contractor and shall not act as an agent or employee of CITY. As an independent contractor, CONSULTANT shall be solely responsible for determining the means and methods of performing the consulting services described in the Scope of Services.

2. CONSULTANT shall perform the services to be furnished under this Agreement with a degree of skill and care that is required by customarily accepted competent professional practices to assure that all work is correct and appropriate for the purposes intended.

ARTICLE IV

Compensation and Payment

1. Compensation for the performance of design and professional services described in this Agreement will be on a monthly basis in accordance with the Consultant's revised proposal, i.e., a fixed fee contract dated **August 10, 2017** in the amount of **SIXTEEN THOUSAND NINE HUNDRED FIFTY (\$16,950.00) DOLLARS**.

- Fixed Fee Contracts: Consultant shall provide all necessary materials, labor, equipment, and facilities, except as specified herein to be furnished by the City, and shall do all that which is necessary or incident to the satisfactory and timely performance under this Agreement.

Every invoice from Consultant is deemed to be a certification by Consultant that all services and disbursements reflected on the invoice are reasonable for the project involved and necessary for the proper provision of services to the City. The City reserves the right to audit all fee and disbursement details that Consultant submits. The City will promptly terminate the services of any Consultant whose billing practices raise question about the Consultant's integrity, honesty or compliance with the applicable rules of professional conduct or this Agreement.

It is important to note that pursuant to N.J.S.A. 40A:5-16, the City is prohibited from paying for goods or services before they have been provided. In all scenarios, a detailed scope of completed work must be submitted to the City, and reviewed and approved by the Business Administrator or his authorized designee before payment can be made.

In addition to the Consultant's invoice, the Consultant shall execute a Partial Payment Voucher supplied by the City, for each application for payment.

The acceptance by the Consultant of any partial payment shall be and shall operate a release to the City of all claims and all liability to the Consultant for all things done or furnished in connection with this payment and for every act and negligence of the City and others relating to or arising out of this work.

The Consultant will be entitled to monthly payments for services supplied in the previous month. Invoices are to be issued on or before the first of each month for approval by the Municipal Council on the fourth Wednesday of the month invoiced. Failure of the City to satisfy this schedule shall not entitle the Consultant to interest charges, penalties or any other type of escalation of the invoiced amount.

As noted above, request for payments to the Consultant shall be submitted for approval by the City Council after the Business Administrator or his authorized designee verifies the information submitted by the consultant and executes the partial payment voucher. Payments can only be made after approval by the City Council.

Acceptable Fees/Charges

Overhead charges may not be billed.

The City will not reimburse Consultant for basic support services, which the City deems to be part of Consultant's overhead and built into its rates. The City will not pay for any of the following items under any circumstances:

- Billing inquiries
- Opening and closing files
- Internal filing
- Secretarial Services (including overtime charges)
- Word processing or proofreading (by individuals other than the author(s) of the requested documents (2))
- Maintenance of a calendar or tickler system
- Preparing budgets
- Office supplies
- Conference room charges

Out-of-pocket costs must be itemized and passed through with no markup

The City will reimburse Consultant for reasonable, documented and itemized out-of-pocket disbursements and costs incurred on behalf of the City, with the exceptions and limitations set forth in this Agreement. Consultant's invoices to the City shall reflect the actual cost and

shall not include any markup. All disbursements must be fully itemized with the description sufficient for review, identifying the number of units, price per unit and total cost. The City may refuse to pay for disbursements billed as 'miscellaneous', billed in a group or disbursements without descriptions.

Prohibited disbursements

The City considers certain disbursements to be part of a Consultant's overhead and will not pay such charges. These items include:

- Rent (including temporary office space)
- Cost or usage of computers or mobile devices or internet service charges
- Equipment rental
- Storage charges
- Catering for internal meetings
- Meals
- Mileage for short trips (<30 miles one way)
- Travel costs exceeding discounted, non-refundable coach fares except where excess costs have been approved in advance
- Telephone charges
- Facsimile charges
- Allocated charges from a firm's blanket service agreements with outside vendors

Copying/scanning

Copying charges may be billed to the City at the lesser of the most favorable rate applied by Consultant or five cents per page. The City will reimburse for document scanning at Consultant's regular rate, up to a maximum of five cents per page, for document productions, but the City will not pay time charges associated with scanning. Every effort shall be made to minimize scanning expenses by working with documents in electronic format wherever possible.

Couriers and Overnight Mail

The City will reimburse for actual charges billed to Consultant for deliveries (including overnight express) that are necessary in the interest of speed and reliability. Consultant shall

use the lowest cost service consistent with need and reliability, and to arrange schedules, whenever practicable, to avoid the need for premium-priced couriers. Consultant shall use less expensive means, such as email (encrypted, when necessary) or regular mail where it is practical to do so.

Travel Expenses

Travel expenses must be approved by the City.

Maintenance of Expense Records

To ensure compliance with the City's reimbursement policies, Consultant shall require itemization of out-of-pocket expenses. Expenses and receipts may be audited and shall be retained by Consultant in accordance with applicable IRS guidelines. Unless requested to do so by the City, Consultant shall not forward copies of expense receipts to the City with the invoices.

Vendor discounts must be passed through

If Consultant receives a discount or rebate from a vendor based on the aggregate level of business with that vendor, such discount shall be disclosed and the city shall receive the benefit on a proportionate basis. This does not include frequent-flyer miles or similar perquisites allocated to individual travelers.

2. CONSULTANT shall submit to CITY monthly invoices showing the services performed and the charges therefore in proportion to the work completed as described in the attached Consultant's proposal. Monthly reports (including but not limited to, as appropriate, description of the work performed, analysis, photographs, etc.) must be attached to each invoice. CONSULTANT understands that said invoices must be submitted to the governing body of CITY for approval prior to payment.

Invoice Format

- Unique invoice number
- Invoice date
- Project name
- Date(s) services were performed
- A description of the services provided or tasks performed for each specified task. The description shall clearly state the nature of the task performed for each specified task. The description shall clearly state the nature of the task performed sufficient to allow the City to determine why it was necessary.
- Timekeeper name or ID (if applicable)
- Timekeeper title or level (if applicable)
- Time entry to the nearest tenth (.10) of an hour (if applicable)
- Timekeeper rate (if applicable)
- Charge total
- Detail of reimbursable expenses and disbursements at actual cost.

ARTICLE V

Insurance

1. The Consultant shall maintain sufficient insurance to protect against all claims under Workmen's Compensation, General Liability, Automobile Liability and Professional Liability and shall be subject to approval for adequacy of protection. Certificates of such insurance, naming the City as an additional insurance when possible, shall be provided. Insurance requirements are as follows:

- A. Comprehensive General Liability in the amount of \$1,000,000 per occurrence and \$2,000,000 in aggregate; including Products & Completed Operations coverage.
- B. Workers Compensation with NJ statutory limits and Employer's Liability in the amount of \$1,000,000.
- C. Automotive Liability in the amount of \$1,000,000 combined single limit.
- D. Professional Liability in the amount of \$2,000,000 per occurrence and in aggregate.

Before commencing the work, the CONSULTANT shall furnish the CITY certificates of such insurance upon execution of this Contract. All certificates shall name the City of Jersey City as an additional insured. All certificates shall bear said City Project Name and Number **Riverview Fisk Park - Improvements; Project No. 2015-021**.

2. The insurance policies described in this Article shall be kept in force for the period specified below:

- A. Comprehensive General Liability, Automobile Liability Coverage, Workmen's Compensation Insurance, and Owner's Protective Liability and Property Damage Insurance shall be kept in force until submission of the CONSULTANT'S final invoice.
- B. Professional Liability Insurance should be kept in force until at least one (1) year after completion of this Contract.

ARTICLE VI

Personnel of the Consultant

1. The CONSULTANT shall engage in his sole expense and be responsible for, all engineers, architects, cost estimators and experts as may be required for the proper performance of the Contract, including maintenance of schedules, correlation of their work and resolution of all differences between them. The CONSULTANT shall pay to any such architects, engineers, cost estimators and experts employed on the project, monies commensurate with the professional engineering services rendered by them. It is understood that all such personnel shall be engaged by the CONSULTANT and not the CITY, and the CONSULTANT alone is responsible for their work.

2. All personnel assigned to the Project by the CONSULTANT shall be required to cooperate fully with personnel assigned to the Project by the CITY and in the event the CONSULTANT'S personnel fails to cooperate, the CONSULTANT shall relieve them of their duties on the Project when mutually agreed by both the CITY and the CONSULTANT.

ARTICLE VII

Progress Report

The CONSULTANT shall prepare and send to the CITY on a **bi-weekly** basis a progress report giving the status of the Project. If progress is delayed for any reason, the CONSULTANT shall state the reason for such delay in this report.

ARTICLE VIII

Suspension or Termination

1. Termination: CITY shall have the right to terminate this Agreement in whole or in part upon seven (7) days written notice. Upon receipt of a termination notice, CONSULTANT shall immediately discontinue services. CONSULTANT shall be paid the amount earned by or reimbursable to it hereunder to the time specified in said notice, including all reasonable costs incurred by CONSULTANT in connection with discontinuing the work hereunder, and shall have no further claim against CITY with respect thereto.

2. Suspension: CITY shall have the right to suspend this Agreement at any time, and for any reason, direct the CONSULTANT to stop work under this Contract for a period of time, upon seven (7) days written notice. The CONSULTANT shall resume work as directed by the CITY, in writing. The period during which work shall have been suspended shall be deemed added to the time of performance of this Contract. Stoppage of work shall not give rise to any claim against the CITY for damages or extra remuneration except reasonable costs incurred by CONSULTANT in connection with the suspension of work, and shall have no further claim against CITY with respect thereto.

ARTICLE IX

Arbitration

1. Any disputes or claims arising out of this Agreement, or breach thereof shall be decided by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award.

2. A demand for arbitration shall be in writing no later than five (5) days after the written decision of the Chief Architect of the Division of Architecture of the CITY on any claim or dispute covered by this Article.

ARTICLE X

Nondiscrimination

In connection with the performance of work under this Contract, the CONSULTANT agrees not to discriminate against any employee or applicant because of race, creed, color, or national origin; and further agrees to insert the forthcoming provisions in all subcontracts for standard commercial supplies or for raw materials.

ARTICLE XI

Compliance with Equal Employment Opportunity/Affirmative

Action Plan

1. If the Contract Agreement exceeds \$40,000.00, it shall also be subject to the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq. (Equal Employment Opportunity/Affirmative Action Provisions).

2. This Agreement shall not become effective and Consultant shall provide no services under this Agreement until it has complied with the Equal Employment Opportunity/Affirmative Action

Provisions. The Mandatory Equal Employment Opportunity/Affirmative Action Language, Exhibit A summarizes the full, required regulatory text (Exhibit A and Additional EEO/AA mandatory languages and forms are attached hereto and incorporated herein).

3. Consultant shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action programs (good for one year from the date of the letter); or
- b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- c. A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

ARTICLE XII

Compliance with Americans with Disabilities Act of 1990

Discrimination on the basis is disability in contracting for the purchase of goods and services is prohibited. Consultant is required to read Americans With Disabilities language that is included as Appendix A of this quote and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

ARTICLE XIII

Indemnity

The CONSULTANT shall be liable to and hereby agrees to indemnify and hold harmless the CITY and employees of the CITY from any damages and from costs and expenses to which the

CITY and its respective employees may be subjected, or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, resulting solely from an error, omission, or negligent act of the CONSULTANT or anyone employed by the CONSULTANT in the performance of this Contract. Said agreement shall indemnify and defend the CITY, and their respective employees and shall continue in full force for ten (10) years, which is the applicable statute of limitations.

ARTICLE XIV

Entire Agreement

1. This Agreement constitutes the entire agreement between CITY and CONSULTANT. It supersedes all prior or contemporaneous communications, representations of agreement whether oral or written with respect to the subject matter thereof and has been induced by no representations, statement or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

2. This Agreement shall in all respects be interpreted and construed and the rights of the parties thereto shall be governed by the laws of the State of New Jersey.

ARTICLE XV

P.L. 2004, c.57 (N.J.S.A. 52:32-44)

MANDATORY BUSINESS REGISTRATION REQUIREMENTS

Non Construction Contracts

P.L. 2004, c. 57 (Chapter 57) amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a local contracting agency whose contracting activities are subject to the requirements of the Local Public Contracts Law (N.J.S.A. 40A:11-2).

The contractor shall provide written notice to its subcontractors of the responsibility to submit proof of business registration to the contractor.

Before final payment on the contract is made by the contracting agency, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of the contract, the contractor and each of its affiliates and a subcontractor and each of its affiliates (N.J.S.A. 52:32-44(g)(3)) shall collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c. 134 (C.52:32-44 et seq.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (C.5:12-92), or that provides false business registration information under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

ARTICLE XVI

City of Jersey City Contractor Pay-to-Play Reform Ordinance

The contract will be awarded in accordance with the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 23, 2008. The Contractor, its subsidiaries, assigns or principals will be required to certify that they have neither made a reportable contribution in the one year period preceding the date that the City Council awards the contract that would be deemed to be a violation of Ordinance 08-128, nor will Contractor, its subsidiaries, assigns or principals make a reportable contribution during the term of the contract that would be in violation of Ordinance 08-128.

ARTICLE XVII

City of Jersey City Lobbyist Disclosure Ordinance

This contract was awarded in accordance with the provisions of the City's Disclosure of Lobbyist Representative Status Ordinance §3-9.1 et seq. adopted on June 12, 2002. As such the undersigned does hereby attest that Contractor either did not retain the services of a lobbyist to lobby on behalf of the Contractor for the award of this contract, or if a lobbyist was retained by the Contractor for such purposes, the Contractor's lobbyist, prior to commencing his/her lobbying activities, filed a notice of lobbyist representative status form with the City Clerk. Any Contractor whose lobbyist failed to comply with the provisions of Ordinance §3-9.1 et seq. following notice and an opportunity to be heard, shall be disqualified from entering into contracts with the City for a period of two (2) years for each violation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their duly authorized officers.

CITY OF JERSEY CITY

ATTEST

ROBERT KAKOLESKI
Business Administrator

ROBERT BYRNE
City Clerk

Date: _____

Date: _____

ATTEST:

French & Parrello Associates

BY: _____

APPROVED AS TO LEGAL FORM

RAYMOND REDDINGTON
Supervising Ass't. Corporation Counsel

APPROVED FOR INSURANCE REQUIREMENTS

MATT HOGAN
Risk Manager



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE

MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE. EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

July 31, 2017

Mr. Keith B. Smith, PE, PP
French & Parello Associates
1800 Route 34, Suite 101
Wall, New Jersey 07719

SUBJECT: Riverview Fisk Park - Improvements
Project No. 2015-021
Quote for Engineering Services

Dear Mr. Smith;

The Jersey City Division of Architecture (JCA) is seeking proposals for professional Services of an electrical and plumbing engineering consultant for the Riverview Fisk Park Improvements project, a public park within the City of Jersey City. These services will include design and preparation of construction documents (plans and specifications in Masterspec format) for all work necessary to match the design requirements and effect code compliance.

The architectural and consulting engineering documents will be combined and sent out for public bid to general contractors. The consulting engineering Technical Specifications will be incorporated with the JCA's General and Supplementary Conditions, Bid Proposal Form and Equal Opportunity requirements.

SCOPE OF WORK

The consulting engineer will provide the following services as described herein:

1. Review JCA design and provide electrical and plumbing design. Locate and identify existing utility services and expansion capacities as applicable. Identify all existing electrical and plumbing conditions at the park in the areas of new equipment placement.
2. Preliminary design, including outline specifications supporting the proposed improvements.
3. Preparation of electrical and plumbing contract documents (drawings and specifications) for:
 - A. Coordination with PSB&G for the design of the new electrical service distribution system.

B. Design for new enclosed electrical service panel and distribution system as required for new park improvements.

1. Ornamental fountain electrical controller.
2. Irrigation electrical controller.
3. Flagpole light electrical timer.

C. Provide design for new 2" water service for park per Jersey City Municipal Utilities Authority (JCMUA) Standards and distribution system to:

1. Ornamental Fountain (1").
2. Irrigation System (designed by Storr Tractor).

All designs are to be signed and sealed by a New Jersey Licenced Professional Engineer.

Contract specifications will be in AIA Masterspec format to maintain uniformity throughout the documents.

Contract documents must be in sufficient detail to minimize claims for additional compensations by the contractor. All items of work must be fully developed leaving no interpretation by the contractor. The City may require equal compensation from the consultant for change orders arising out of error and/or omissions on the consultants documents, if the error and/or omissions could have or should have been detailed or delineated on the construction documents.

4. Preparation of probable cost of construction for related items.
5. Assistance in bid evaluation for related items and review of related subcontractors past performances. Provide the City with a letter of recommendation or denial of the respective low bid subcontractor.
6. Review and approval of shop drawings.
7. Review and approval of monthly payments and attendance at monthly job payment meetings as requested by JCA.
8. Attendance at job payment meetings; allowance for up to five (5) meetings, as requested by JCA.
9. Field meeting allowance for up to ten (10) full day site visits, as requested by JCA.
10. Provide punch lists, inspection and report at project substantial completion of related items.

INFORMATION TO BE INCLUDED IN PROPOSAL

Your proposal for the professional services will include the following information:

1. Firm name (i.e., partnership, corporation, etc.)
2. Address (give address from where project would be administered).
3. Contact person.
4. Phone number.
5. Name of principals and New Jersey License registration numbers.
6. Name of key personnel who would be involved in the project with experience of each and years with firm.

COMPENSATION

The contract between the consultant and the City of Jersey City will provide for compensation to the consultant based on a lump sum amount not to be exceeded which will include all reimbursable expenses. These figures will be broken down for the project into the percentages for each of the following categories:

DESIGN CONSTRUCTION

The proposal will also provide a schedule of hourly rates for those personnel anticipated to participate in the project. Hourly rates will be inclusive of all expenses and will be used as a basis for monthly billing under each category.

At the completion of the design phases, the consultant will provide the Division of Architecture with one set of reproducible drawings and one set of specification sections for in-house printing and distribution through public bidding. Four (4) signed and sealed sets of construction documents will be provided by the consultant for permit purposes and filing with any and all governing agencies requiring same.

MISCELLANEOUS

Attached is a standard professional services agreement with a list of insurance requirements which the consultant will purchase and maintain during the project term. Insurance certificates will be required in order to execute the agreement. Please review the requirements carefully. In addition, the consultant awarded the contract is required to fill out and return the required Affirmative Action statements.

Prior to submitting your proposal, the consultant should review the existing conditions at the site. Access should be coordinated with our office during normal working hours. Additional drawings of the gazebo are on file at the office of the Division of Architecture. All conditions as shown on the drawings must be verified.

In preparing your proposal, do not qualify or limit the quantities for man-hours for specific tasks such as number of meetings, phone hours, etc. The intent of this quote is to contract for professional services to complete all tasks listed within a normal range of services.

If you are interested in the above work, kindly submit a written proposal addressed to me, with a cover letter addressed and faxed to Mr. Peter Folgado, RPPO, QPA Purchasing Agent, Division of Purchasing, 394 Central Avenue, Third Floor, Jersey City, New Jersey 07307, fax number is (201) 369-7270, by 4:00 P.M., **Thursday, August 10, 2017**. DO NOT SEND PROPOSALS TO THE DIVISION OF ARCHITECTURE. **Provide a lump sum inclusive of all expenses for the work as herein outlined.** Award will be based on the ability to complete the work quickly at a competitive cost.

I look forward to hearing from you.

Sincerely,



BRIAN WELLER, LLA, ASLA
Director

ab

Attachments (Tax Map/Sample Agreement/Site Plan)

c: Peter Folgado, Purchasing Agent, RPPO, QPA



Corporate Office
1800 Route 34, Suite 101
Wall, NJ 07719

Regional Offices
Hackettstown, NJ
New York, NY

August 10, 2017

Mr. Peter Folgado, RPPO, QPA Purchasing Agent
Division of Purchasing
CITY OF JERSEY CITY
394 Central Avenue, Third Floor
Jersey City, New Jersey 07307
F: (201) 369.7270

Re: Proposal for Engineering Services
Riverview Fisk Park - Improvements
Hudson County Block 3002, Lot 1, Jersey City NJ
FPA No. 12762.001

Dear Mr. Folgado:

French & Parrello Associates (FPA) is pleased to present the proposal for the above referenced project. We are confident that you will find our firm's experience and assigned personnel a perfect fit for the Jersey City Division of Architecture (JCA) project associated with the Request for Proposal dated July 31, 2017. We have a thorough understanding of the issues and constraints present with this JCA project as demonstrated in the attached technical proposal.

FPA has available a team of highly qualified professionals, each are highly respected and ready to proceed with work on the project at the City of Jersey City's request. It is our objective to successfully provide a quality work product that will meet the goals outlined in the Request for Proposal. Our project manager and team members are committed to the overall success of this project.

If selected, we look forward to working with the JCA on the project for Riverview Fisk Park. We are committed to the overall success of the project and the benefits it will offer to the residents of Hudson County.

Very truly yours,
FRENCH & PARRELLO ASSOCIATES, PA

A handwritten signature in black ink, appearing to read 'Amin H. Gomaa'.

Amin H. Gomaa, PE, Vice President
Building Design Services



Corporate Office
1800 Route 34, Suite 101
Wall, NJ 07719

Regional Offices
Hackettstown, NJ
New York, NY

August 10, 2017

Mr. Brian Weller, LLA, ASLA
Director
CITY OF JERSEY CITY
DIVISION OF ARCHITECTURE
13-15 Linden Avenue East
Jersey City NJ 07305

Re: Proposal for Engineering Services
Riverview Fisk Park - Improvements
Hudson County Block 3002, Lot 1, Jersey City NJ
FPA Project No. 12762.001

Dear Mr. Weller:

French & Parrello Associates (FPA), thanks you for the opportunity and is pleased to submit our proposal for the Improvements at Riverview Fisk Park, located in Jersey City in Hudson County, NJ. The proposal includes the Electrical and Plumbing engineering services.

SCOPE OF WORK – E&P Engineering

1. Participate in one (1) project initiation meeting.
2. Participate in one (1) project programming design meeting where Electrical and Plumbing Systems are discussed.
3. Perform one (1) field investigation visit of the service connection points as needed, meet with the Owner's Facilities Personnel to coordinate new systems, and equipment, and also to discuss facility standards and standardization requirements that may be applicable. Field survey to document existing conditions and review all available drawings related to the survey.
4. Coordinate site utilities limited to the requested electrical and water services. Provide associated electric and water utility load letters and coordination requirements with utility. Other utilities shall be indicated by others (as applicable).

Client's Initials _____



5. Provide electric service distribution, wiring and control for site flagpole lighting, ornamental fountain and irrigation controller. Site lighting fixture, fountain controller and irrigation controller selection and location by others, coordination with other consultants.
6. Plumbing design services will be included for the proposed ornamental fountain and connection to the irrigation system; design for the irrigation system shall be provided by others.
7. All work will be in accordance with applicable building and mechanical/electrical codes.
8. Prepare Electrical and Plumbing schematic documents upon receipt of a signed proposal.
9. Prepare final construction documents upon receipt of approved schematic/design development documents; participate in one (1) coordination meeting where required.
10. Provide signed and sealed documents for submission to municipal or state agencies for review.
11. Respond to agency and Owner review comments, review bid responses and RFIs during bidding phase.
12. Construction administration services are included in this proposal. This includes shop drawing review, RFIs, requisition review, and final punch list. Upon request, additional work requested during construction shall be provided at our hourly rates in force at the time the service is provided. For purposes of this proposal ten (10) field meetings during construction are included. Additional meetings requested shall be invoiced per unit meeting.
13. Perform one final punch list walk-through and furnish a report documenting same.

SPECIFIC CONDITIONS

1. Once a concept has been agreed to, if a change should occur which necessitates engineering redesign, this work is considered an additional service and will be billed at the hourly rates in force at the time the service is provided.
2. FPA's drawings will be prepared using the latest version of AutoCAD being used by the Department. The specifications will be written using AIA CSI MasterSpec MF04 and shall be included in the technical manual.
3. During the bid phase, work may include response to comments, preparation of an addendum, and review of contractor bids. Attendance at a pre-bid meeting is not included.



4. Any work not specifically stated herein will be billed at the hourly rates in force at the time the service is provided.
5. The Division of Architecture will provide electronic AutoCAD background drawings and site plans in a version compatible with FPA's AutoCAD system which can be used as a basis for the design drawings for this project. Drawings shall have all items on their respective layers and be color and line type by layer. All blocks in the drawings shall be on their respective layers and be color and line type by layer.
6. All equipment layouts (flagpole, fountain, irrigation, etc.), specifications, electrical and plumbing requirements shall be provided by others prior to the start of the design. FPA's design shall be based on this information. Once a concept has been agreed to, if a change should occur that necessitates redesign, this work is considered an additional service and will be billed at the hourly rates attached.
7. Where required, the civil engineer (as applicable) shall provide electronic CAD backgrounds for our use. (FPA will sign releases appropriately required to accomplish the above.) Permit applications shall be applied, filed, and paid for by others. FPA will furnish signed and sealed drawings.
8. Overnight or express mail, printing and plotting costs, and travel costs shall be considered reimbursable. Reimbursables shall be billed at cost in addition to the Engineering fees.
9. FPA will provide drawing originals for printing of contract documents for all submissions, reviews and bidding purposes.

EXCLUSIONS AND LIMITATIONS

The following items are excluded from this proposal. If requested and approved, the following items can be provided as an additional service to this proposal.

1. Preparation of probable cost of construction for related items for budgeting purposes will be provided as requested; however, a formal construction cost estimate is not included. Any construction cost estimates required are to be provided by others.
2. HVAC, fire alarm or sprinkler design services.
3. Value engineering or redesign once the initial design documents have been completed.
4. Infrastructure upgrades beyond the requested electrical service and water service.
5. Emergency generator or uninterruptible power supply (UPS) systems are not included in the design.
6. Utility energy rebate forms or applications are not included in this proposal.



7. Special equipment layouts, lists, and equipment cuts of equipment requiring electric, water, drainage, etc. shall be provided by others to FPA prior to start of project. This includes but is not limited to lighting fixture selection, fountain selection, irrigation design, etc.
8. Water flow tests (when required for plumbing design) shall be furnished by the Owner. FPA can provide this service as a reimbursable item when requested by the Owner.
9. Commissioning. (FPA will coordinate with the owners Commissioning Agent, during design as applicable).
10. Utility services, beyond the requested electrical and water services, shall be indicated by others.
11. LEED® and USGBC design, project certification, and forms are not included in this proposal.
12. FPA construction documents will require that the contractor provide As-Built drawings of the work in AutoCAD format consistent with Architects CAD standards at the completion of the project. FPA will review and comment on these As-Built documents, however, preparation of the As-Built documents is not included in the scope of services.

FEE ARRANGEMENT – E&P Engineering

	Preliminary Design Documents	\$5,085.00
	Construction Documents	\$6,780.00
	Bid Phase.....	\$847.50
	Construction Administration.....	\$4,237.50
Amin Gomaa August 16, 2017	Total Fee	\$16,950.00

Reimbursables such as express mail, mileage, tolls, printing/plotting costs, etc. shall be billed at cost in addition to the fee arrangement above.

Additional services (requested and approved) will be provided at the hourly rates in force at the time the service is provided.

A signed proposal must be received prior to commencement of work.

Payment Terms

Invoices for services rendered will be submitted at least monthly and will correspond with the percent complete of each phase of the project that has had work performed during the billing period. Payment for each invoice will be due 30 days from the date of the invoice and will be considered past due after 75 days from the date of the invoice. Any comments or discrepancies relative to said invoices shall be submitted in writing within ten days by certified mail. If no error is reported within this period, the account will be considered correct.



Current Hourly Rates

See attached Schedule of Fees.

Amin Gomaa
August 16, 2017

SPECIAL CONDITIONS

A geotechnical report shall be provided by the County of Hudson to FPA **prior to the start of design**. The report shall include but not necessarily be limited to subsurface information, recommendations for the design parameters for the system, seismic factors and any other design parameters for the basement wall.

CLOSING

French & Parrello Associates is prepared to begin work on this project immediately and complete construction documents in accord with the projected schedule. Therefore, if you are in agreement with the aforementioned scope and fee, kindly sign and return the enclosed copy of this proposal indicating your acceptance to the terms and conditions presented herein and on the attached sheet indicating the general conditions of service under which French & Parrello Associates, enters into agreement for services rendered.

We thank you for the opportunity to submit this proposal and look forward to working with Ronald Schmidt & Associated, P.A. on this project. A signed proposal must be received prior to commencement of work.

Should you have any questions regarding this proposal, please feel free to contact me.

Offered By:

FRENCH & PARRELLO ASSOCIATES,

Amin H. Gomaa, FE, Vice President
Building Design Services



The terms and conditions attached to this form are part of this agreement. Please initial all pages.

ACCEPTED BY (PRINT NAME): _____

SIGNATURE: _____ DATE: _____

TITLE & COMPANY: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

Attachments

Additional Service will be provided on an hourly basis in accordance with the attached Schedule of Fees.



2017 SCHEDULE OF FEES

Senior Project Consultant.....	\$200.00/hr.
Project Consultant.....	\$185.00/hr.
Senior Project Manager	\$170.00/hr.
Project Manager.....	\$155.00/hr.
Senior Engineer	\$155.00/hr.
Project Engineer	\$135.00/hr.
Senior Staff Engineer.....	\$110.00/hr.
Staff Engineer	\$90.00/hr.
Licensed Site Remediation Professional (LSRP).....	\$175.00/hr.
Professional Geologist.....	\$145.00/hr.
Senior Environmental Specialist	\$140.00/hr.
Senior Environmental Scientist.....	\$125.00/hr.
Environmental Project Coordinator	\$115.00/hr.
Environmental Engineer.....	\$100.00/hr.
Environmental Scientist.....	\$95.00/hr.
Environmental Permitting Assistant.....	\$87.50/hr.
Environmental Technician	\$80.00/hr.
Licensed Landscape Architect.....	\$140.00/hr.
Professional Planner	\$120.00/hr.
Professional Land Surveyor	\$175.00/hr.
Senior Designer	\$130.00/hr.
Designer	\$110.00/hr.
Senior Drafter	\$100.00/hr.
Drafter.....	\$85.00/hr.
Technical Coordinator	\$80.00/hr.
Survey Party Chief.....	\$115.00/hr.
Senior Survey Technician	\$105.00/hr.
Survey Technician	\$80.00/hr.
Survey Field Crew (two person)	\$195.00/hr.
Survey Field Crew Robotic (1 person).....	\$165.00/hr.
Lab Supervisor.....	\$95.00/hr.
Resident Engineer	\$105.00/hr.
Senior Field Representative.....	\$85.00/hr.
Field Representative	\$75.00/hr.
Field Technician	\$60.00/hr.
Staff Professional	\$55.00/hr.
Technical Assistant.....	\$75.00/hr.
Administrative Services.....	\$65.00/hr.



GENERAL CONDITIONS OF SERVICES

Client: _____

Project

Project
Number: _____

Name: _____

Date: _____

A. SCOPE OF SERVICES

The services to be provided by French & Parrello Associates, PA (FPA) have been set forth in the Proposal/Scope of Services and shall remain valid for a period of 90 days from the date of the Proposal, after which FPA may elect to withdraw or renegotiate this Proposal. All services not specifically identified are excluded from FPA's scope and will only be performed in accordance with a written amendment to the agreement outlining the exact services and the associated fees.

B. FEE

The total fee, except stated lump sum shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

C. BILLINGS/PAYMENTS

Invoices will be submitted monthly for services and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and FPA may without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of service. Retainers shall be credited on the final invoice. A monthly service charge of 1.5% of the unpaid balance will be added to PAST DUE accounts. In the event any portion or all of an account remains unpaid 75 days after billing, the Client shall pay cost of collection, including reasonable attorney fees. FPA reserves the right to stop work until invoices that are more than 75 days in arrears are paid in full. You agree that any delays, claims or losses associated with stopping of work under these circumstances will not be the responsibility of FPA.

D. STANDARD OF CARE

Services performed by FPA under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty, guarantee, or fiduciary responsibility is included or intended in this agreement, or in any report, opinion, document or otherwise. Unless otherwise specified in this proposal, the services performed by FPA will not include an independent analysis of work conducted, or information provided, by independent laboratories or other independent contractors retained by FPA.

E. HIDDEN CONDITIONS

When advised by FPA, investigation of structural conditions concealed by existing finishes shall be authorized and paid for by the client. Where investigation is NOT authorized, FPA shall not be responsible for the condition of the existing structure (except where verification can be made by simple visual observation).

F. INFERRED CONDITIONS

The Client understands that actual subsurface conditions may vary from those which are encountered at the locations of borings, test pits or other such subsurface explorations. FPA will base interpretations and recommendations upon conditions inferred from the conditions encountered. Client recognizes that any future determination of conditions different than those which were encountered at the sampling locations may significantly impact the interpretation and recommendations provided by FPA. Any such variation of conditions should be brought to the prompt attention of FPA to assess the impact of the variations on the previously provided interpretations and recommendations. FPA will take no responsibility for any interpretation or recommendation others may make based upon subsurface data provided by FPA.

G. STANDARDS AND CODES

If the work under the contract is to be performed in accordance with, or where the deliverables and instruments of service resulting from our work will be reviewed against codes, standards and regulations, the edition or revision of said codes, standards and regulations in effect as of the date of this agreement will apply. Any revisions to documents or other additional work caused by the application of a more recent code, standard or regulation shall be considered a Changed Condition under this agreement. In addition, any revisions or additional work required by regulatory agencies which are not explicitly outlined in applicable codes, standards or regulations will also be considered a changed condition under this agreement.

H. RIGHT OF ENTRY

The client shall provide for right of entry for all FPA personnel and equipment necessary to perform the intended scope of services. The client understands that while FPA will take reasonable precaution to minimize any damage to the property, some damage may occur in the normal course of work, the correction of which is not part of this agreement.

I. UTILITIES

FPA will take reasonable precautions to avoid damage or injury to any visible subsurface utilities or structures. FPA shall not be held responsible for damage to any underground utility or structure which has not been properly marked out by the respective owner of said utility or structure prior to the commencement of our work. If location of underground utilities is included under the Scope of Services, those locations will be based upon visible identification marks left by the respective utility companies or upon locations that can be visually identified from the ground surface. Unless other contractual agreements are made, this proposal does not include opening or entering manholes, inlets, trenches, or other utility access ways for the purpose of measuring, identifying, or locating said utilities.

J. CHANGED CONDITIONS

If FPA discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), FPA will notify Client in writing of the Changed Conditions. Client and FPA agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If FPA and Client cannot agree upon amended terms and conditions within 30 days after notice, FPA may terminate this Agreement and be compensated as set forth in Section Q, "Termination."

K. DISCOVERY OF UNANTICIPATED POLLUTANT RISKS



Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Unless FPA's Scope of Services specifically includes Environmental Services, FPA will not be responsible for the identification, delineation, evaluation, treatment or removal of any hazardous substance. Should such substance be encountered FPA will take action to protect the health and welfare of their personnel, and will notify the client for direction. The conditions of this section are superseded to the extent that the Scope of Services specifically includes the identification, delineation, evaluation and treatment of hazardous materials.

L. CERTIFICATIONS

Client agrees not to require that FPA execute any certification with regard to Services performed or Work tested and/or observed under this Agreement unless: 1) FPA believes that it has performed sufficient Services to provide a sufficient basis to issue the certification; 2) FPA believes that the Services performed or Work tested and/or observed meet the criteria of the certification; and 3) FPA has reviewed and approved in writing the exact form of such certification prior to execution of this Agreement. Any certification by FPA is limited to an expression of professional opinion based upon the Services performed by FPA, and does not constitute a warranty or guaranty, either expressed or implied.

M. RISK ALLOCATION

Client agrees that, to the fullest extent permitted by law, FPA's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of \$50,000 or the amount of FPA's fee (whichever is greater).

N. INDEMNIFICATION

The Client shall indemnify and hold harmless FPA and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney fees) arising out of or resulting from the performance of FPA, to the extent that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except FPA, or anyone for whose acts any of them may be liable).

O. NO SPECIAL OR CONSEQUENTIAL DAMAGES

Client and FPA agree that to the fullest extent permitted by law FPA shall not be liable to Client for any special, indirect or consequential damages whatsoever, whether caused by FPA's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever.

P. OWNERSHIP OF DOCUMENTS

Client may use the documents for the project or purposes contemplated by this agreement. Client may not reuse the documents, nor any of FPA's concepts or approaches in the Proposal to client, for any extension of the project or other project without FPA's prior written consent. Any unauthorized reuse or extension of FPA's work is at Client's sole risk and without liability to FPA, and Client will indemnify, defend, and hold FPA harmless from all claims or damages arising from any unauthorized reuse or extension of FPA's work. All documents related to a project will be destroyed in accordance with FPA Document Retention Guidelines in effect at that time.

Q. TERMINATION

This Agreement may be terminated for convenience by either party by thirty (30) days written notice or in the event of substantial failure to perform in accordance with the terms of the Agreement by the other party through no fault of the terminating party by ten (10) days written notice. If this Agreement is terminated, it is agreed that FPA shall be paid the total charges for labor performed to the termination notice date, plus reimbursable charges.

R. DISPUTES RESOLUTION

All claims, disputes, and other matters in controversy between FPA and Client arising out of or in any way related to this Agreement, except for those related to Billing/Payments, will be submitted to "alternative dispute resolution" (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then: (a) Client assents to personal jurisdiction in the state of FPA's principal place of business; (b) The claim will be brought and tried in judicial jurisdiction of the court of the county where FPA's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction; and (c) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

S. SAFETY

FPA is not responsible for the implementation, discharge, or monitoring of construction safety standards or practices. These items are explicitly excluded from our scope.

T. SAMPLES AND WELLS

If FPA provides laboratory testing or analytic Services, FPA will preserve such soil, rock, water, or other samples as it deems necessary for the Project, but no longer than 45 days after issuance of any Documents that include the data obtained from these samples. Client will promptly pay and be responsible for the removal and lawful disposal of all contaminated samples, cuttings, Hazardous Materials, and other hazardous substances. Client will take custody of all monitoring wells and probes installed during any investigation by FPA, and will take any and all necessary steps for the proper maintenance, repair or closure of such wells or probes at Client's expense.

U. BIOLOGICAL POLLUTANTS

FPA's scope of work does not include the investigation or detection of the presence of any Biological Pollutants in or around any structure. Client agrees that FPA will have no liability for any claim regarding bodily injury or property damage alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure. In addition, Client will defend, indemnify, and hold harmless FPA from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants in or around any structure, except for damages arising from or caused by FPA's sole negligence. The term "Biological Pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms.

V. ENTIRE AGREEMENT

The Proposal/Scope of Services and these General Conditions constitute the entire agreement between Client and FPA. If a Purchase Order (PO) or similar document is used in conjunction with this Agreement, it shall be for the sole purpose of defining quantities and fees to be provided hereunder, and to this extent only are incorporated as a part of this Agreement. Any preprinted terms and conditions included in such PO or similar documents shall not be incorporated and such PO or similar documents shall not be otherwise construed to modify, amend, or alter the terms of this Agreement.

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that French & Parrello Associates, PA (name of business entity) has not made any reportable contributions in the ****one-year period preceding** August 23, 2017 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract French & Parrello Associates, PA (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

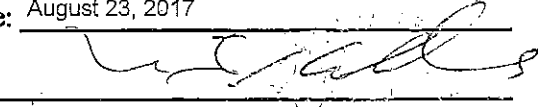
Name of Business Entity: French & Parrello Associates, PA

Signed  Title: Executive Vice President/COO

Print Name Steven A. Tardy, PE Date: August 23, 2017

Subscribed and sworn before me
this 23rd day of August, 2017.

My Commission expires:


(Affiant)
James B. Heller, PE - President/CEO
(Print name & title of affiant) (Corporate Seal)

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25-24.2 (P.L. 1977, c33, as amended by P.L. 2016, c43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: French & Parrello Associates, PA

Organization Address: 1800 Route 34, Suite 101, Wall, NJ 07719

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

Part II

☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
James B. Heller, PE	24 Buena Vista Avenue. Fair Haven, NJ 07704
Steven A. Tardy, PE	1 Alton Way Scotch Plains, NJ 07076

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS,
PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publically traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

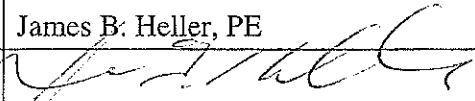
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

[illegible]

Part IV CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the City of Jersey City is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Jersey City to notify the City of Jersey City in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation of this certification, and if I do so, I am subject to criminal prosecution under law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Jersey City to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	James B. Heller, PE	Title:	President/CEO
Signature:		Date:	8/16/17

SIGNATURE: _____

TITLE: Joseph M. Edwards, PE, Executive Vice President/Corporate Secretary

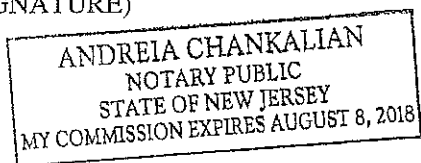
SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY 16th August OF 20 17



Andreia Chankalian

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES: AUGUST 8, 2018



(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

OFS NUMBER: _____

Proposer: French & Parrello Associates, PA

Pursuant to Public Law 2012, c.25 any person or entity that submits a bid or proposal or otherwise proposed to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates (any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity), is identified on the Department of Treasury=s Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the State of New Jersey, Department of Treasury, Division of Purchase and Property website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>

Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder=s proposal non-responsive. If the Authority finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

X I certify, pursuant to Public Law 2012 c. 25, that neither the bidder listed above nor any of the bidder=s Parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury=s list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012 c. 25 (AChapter 25 List@). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will ship Part 2 and sign and complete the Certificate below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department=s Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provide by law.

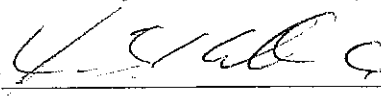
PART 2

You must provide a detailed, accurate and precise description of the activities of the bidder person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlines able by completed the box below.

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	
Duration of Engagement: _____	Anticipated Cessation Date: _____
Proposer Contact Name: _____	Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Authority is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Authority to notify the Authority in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certifications, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of any agreement(s) with the Authority and the Authority at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): James B. Heller, PE

Signature: 

Title: President/CEO

Date: 8/16/17

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

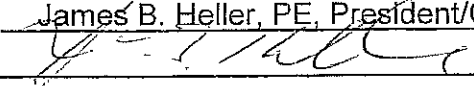
The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): James B. Heller, PE, President/CEO

Representative's Signature: 

Name of Company: French & Parrello Associates, PA

Tel. No.: 732-312-9800

Date: 8/16/17

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: James B. Heller, PE, President/CEO
Representative's Signature: [Signature]
Name of Company: French & Parrello Associates, PA
Tel. No.: 732-312-9800 Date: 8/16/17

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : French & Parrello Associates, PA
Address : 1800 Route 34, Suite 101, Wall, NJ 07719
Telephone No. : 732-312-9800
Contact Name : James B. Heller, PE

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

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Business Name: French & Parrello Associates, PA

Address: 1800 Route 34, Suite 101, Wall, NJ 07719

Telephone No. : 732-312-9800

Contact Name: James B. Heller, PE

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
FRENCH & PARRELLO ASSOCIATES P A

TRADE NAME:
FRENCH AND PARRELLO ASSOCIATES P A

ADDRESS:
1800 ROUTE 34 STE 101
WALL NJ 07719
EFFECTIVE DATE:

SEQUENCE NUMBER:
0102641

ISSUANCE DATE:
11/02/05

04/01/74

Date of

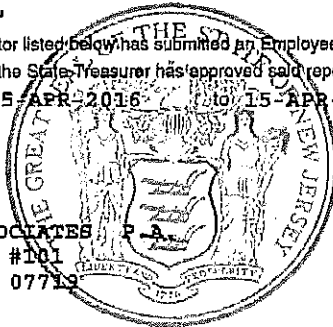
FORM-BRC(08-01)

Certification 7359

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-APR-2016 to 15-APR-2019

FRENCH & PARRELLO ASSOCIATES
1800 ROUTE #34, SUITE #101
WALL NJ 07719



Ford M. Scudder
FORD M. SCUDDER
Acting State Treasurer

- C. The Parties agree that the “true value” of \$64,670,000 for Plaza 4A and the “true value” of \$264,510,000 for Plaza 5 will be certified by the tax assessor as the new assessments for the revaluation scheduled for Tax Year 2018.
- D. In order to eliminate the uncertainties resulting from the effect of the city-wide revaluation on the PILOT payments, the parties have stipulated that the PILOT for Plaza 4A shall be fixed at \$1,021,744 per year and the PILOT for Plaza 5 shall be fixed at \$4,179,092 per year until the expiration of the PILOT Terms, notwithstanding any change in the tax rate due to the revaluation.
- E. Beginning with the Third Quarter Invoices for 2017, the City shall provide Plaza 4A and Plaza 5 with a credit for the amounts which the Cal-Harbor Entities paid to the City in excess of the amounts set forth in this Agreement beginning January 16, 2016 for Plaza 4A and June 15, 2016 for Plaza 5.
- F. For the purpose of these credits, the Parties have agreed that Plaza 4A will be entitled to a credit against its PILOT invoice for the Third Quarter 2017 in the amount of \$337,313.00 and Plaza 5 will be entitled to a credit against its PILOT invoice for the Third Quarter 2017 in the amount of \$996,828.00. These amounts assume that the City begins billing the Plaintiffs for the PILOTs agreed to herein beginning July 1, 2017 (the 3rd quarter of 2017), and any remaining credits are carried to succeeding quarters.

G. The City will also reduce the amounts of the annual administrative fees for Plaza 4A and Plaza 5 based on 2% of the reduced PILOT payments:

H. The City shall provide a credit to the Plaintiffs against the amounts of the Third Quarter 2017 Invoices for the excess annual administrative fees charged to the Plaintiffs based upon 2% of the reduced Annual Service Charges paid by Plaza 4A beginning January 16, 2016 and by Plaza 5 beginning June 15, 2016 in the amount of \$6,746.00 for Plaza 4A and \$19,937.00 for Plaza 5.

4. **Dismissal of Complaint and Counterclaim.** Within ten (10) days of the execution of this Settlement Agreement and Release by all Parties, the Plaintiffs and Defendants shall request the trial judge to approve and enter a Consent Order for Judgment Dismissing All Claims in the Lawsuit, with prejudice, and without costs and fees, with the exception that the Superior Court, Chancery Division, Hudson County, shall retain jurisdiction for the sole purpose of enforcing this Agreement. A copy of the Consent Order for Judgment is annexed hereto and made a part hereof as **Exhibit A**.

5. **No Prevailing Party/No-Admission of Liability.** The execution of this Agreement shall not be construed as an admission of liability by any Party in the Lawsuit, such liability being expressly denied. To the extent that attorney's fees, expert witness fees and costs might be recoverable to the prevailing Party under the statutory or contractual provisions alleged by the Parties, it is expressly agreed that there is no prevailing Party in this litigation, and the Parties do not admit any liability with respect to the claims asserted by the other. Each Party is responsible for their own respective attorneys' fees, expert witness fees and costs, and the Parties and their legal counsel waive their right to seek any attorneys fees, expert fees and costs.

6. **Non-disparagement.** Except as required by public information and securities laws, the Parties agree not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of the Parties, their employees, directors, and officers. The Parties further agree not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage or in any way criticize the personal or business reputation, practices, or conduct of the other Party. The Parties acknowledge and agree that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media, investors, potential investors, any board of directors or advisory board or directors, industry analysts, competitors, strategic partners, vendors, employees (past and present), clients, employers, etc. with respect to the other Party or Parties. The Parties understand and agree that this Paragraph is a material provision of this Agreement and that any breach of this Paragraph shall be a material breach of this Agreement, and that each party would be irreparably harmed by violation of this provision.

7. **Representations and Warranties.** The Parties represent and warrant to and agree with each other as follows:

(a) The terms of this Agreement are contractual and are the result of negotiations between the Parties;

(b) This Agreement has been carefully read by each of the Parties after consultation with their respective attorneys or advisors and the contents hereof are known to and understood by each of the Parties. It is signed freely on an informed basis;

(c) Plaza 4A and Plaza 5 represent and warrant to the Defendants that they have all requisite power and authority to execute and deliver this Agreement; all action on the part of Plaza 4A and Plaza 5 necessary for the authorization, execution, delivery and

performance of this Agreement has been taken; and this Agreement constitutes a valid and binding obligation of Plaza 4A and Plaza 5, enforceable in accordance with its terms; and

(d) Defendants represent and warrant to Plaza 4A and Plaza 5 that they have all the requisite power and authority to execute and deliver this Agreement; all action on the part of the Defendants necessary for the authorization, execution, delivery and performance of this Agreement has been taken; this Agreement constitutes a valid and binding obligation of the Defendants, enforceable in accordance with its terms; that the adoption of a Resolution by the City Council approving this Agreement fully satisfies the requirements of law for a valid and binding obligation of the Parties.

(e) The Parties represent to each other that except as expressly set forth herein, the other provisions in the Financial Agreements for Plaza 4A and Plaza 5, as may have been amended, and the Settlement Agreements entered into by the Parties as of June 30, 2010 remain in full force and effect.

(f) The Parties represent to each other that this Agreement is effective and enforceable upon the adoption of a Resolution of the City Council and the execution of the Agreement by the Parties' duly authorized representatives.

(g) The Parties represent that their entry into and execution of this Agreement will not violate any other contracts to which they are a party.

8. Choice of Law. This Agreement is made and entered in the State of New Jersey and shall in all respects be interpreted and governed under the laws of the State of New Jersey without giving effect to its conflict of interest principles. It is enforceable only in the Superior Court of New Jersey, Chancery Division, Hudson County, as the exclusive forum.

9. Construction of Agreement. The language of all parts of this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any of the

Parties. The Agreement shall be construed as if the Parties were represented by counsel who shared equally in the drafting of the Agreement so that no contract interpretation shall favor one party over the other.

10. Entire Agreement. This Agreement constitutes the entire understanding of the Parties, and supersedes all prior oral and written agreements, if any, and cannot be modified except by a writing signed by the Parties.

11. Counterparts. This Agreement may be executed in counterparts, each one of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**PLEASE READ CAREFULLY.
THIS AGREEMENT AND GENERAL RELEASE CONTAINS
A RELEASE OF KNOWN AND UNKNOWN CLAIMS.**

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have executed this Agreement as of the date first above written.

WITNESS/ATTEST:

**CAL-HARBOR V URBAN RENEWAL
ASSOCIATES L.P. by Mack-Cali Sub X, Inc.,
its General Partner**

Name: GARY WAGNER
Title: General Counsel and Secretary
Dated:

By:_____
Name: MICHAEL J. DEMARCO
Title: Chief Executive Officer

WITNESS/ATTEST:

**CAL-HARBOR VII URBAN RENEWAL
ASSOCIATES L.P. by Mack-Cali Sub XI, Inc.,
its General Partner**

Name: GARY WAGNER
Title: General Counsel and Secretary
Dated:

By:_____
Name: MICHAEL J. DEMARCO
Title: Chief Executive Officer

WITNESS/ATTEST:

Name: ROBERT BYRNE
Title: City Clerk
Dated:

CITY OF JERSEY CITY

By:_____
Name: ROBERT J. KAKOLESKI, CMFO
Title: Business Administrator

WITNESS/ATTEST:

Name: ROBERT BYRNE
Title: City Clerk
Dated:

TAX ASSESSOR OF THE CITY OF JERSEY CITY

By:_____
Name: EDUARDO C. TOLOZA
Title: Tax Assessor

WITNESS/ATTEST:

Name: ROBERT BYRNE
Title: City Clerk
Dated:

TAX COLLECTOR OF THE CITY OF JERSEY CITY

By:_____
Name: C. ANNE DOYLE
Title: Tax Collector

1279026_1 Last Rev'd 8-3-17

EXHIBIT A

RICHARD RUDIN, ESQ. - Id. No. 237091969

WEINER LAW GROUP LLP

629 Parsippany Road

Post Office Box 0438

Parsippany, New Jersey 07054

(973) 403-1100 FAX (973) 403-0010

Attorneys for Plaintiffs

Our File Nos.: MCRC-003 & MCRC-004

1278968_1

CAL-HARBOR V URBAN RENEWAL ASSOCIATES, L.P., a limited partnership of the State of New Jersey; and CAL-HARBOR VII URBAN RENEWAL ASSOCIATES, L.P., a limited partnership of the State of New Jersey

Plaintiffs,

v.

CITY OF JERSEY CITY, a body corporate and politic of the State of New Jersey; OFFICE OF TAX COLLECTOR OF THE CITY OF JERSEY CITY; and OFFICE OF TAX ASSESSOR OF THE CITY OF JERSEY CITY,

Defendants.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: HUDSON COUNTY
GENERAL EQUITY PART
DOCKET NO.: HUD-C-133-16

Civil Action

**CONSENT ORDER FOR JUDGMENT
APPROVING SETTLEMENT AGREEMENT
AND DISMISSING ALL CLAIMS
WITH PREJUDICE AND
WITHOUT COSTS OR FEES**

WHEREAS plaintiffs, Cal-Harbor V Urban Renewal Associates, L.P. and Cal-Harbor VII Urban Renewal Associates, L.P., and defendants, City of Jersey City, Office of Tax Collector of the City of Jersey City, and Office of the Tax Assessor of the City of Jersey City (collectively "the Parties"), have resolved the matters that were the subject of this lawsuit after a court-ordered mediation before the Hon. Maurice J. Gallipoli, A.J.S.C. (ret.), as more particularly set forth in a Settlement Agreement and Release ("SRA"), effective July 1, 2017; and the Parties having represented to the Court that the SRA is intended to resolve all of the claims set forth in the Complaint and Counterclaim, as amended; and the Court having received the recommendation of the

mediator that the terms and conditions of the SRA are fair and reasonable, and having determined to approve the SRA; and the Court having agreed to retain jurisdiction over the Parties to the extent, and for the purposes, set forth in the SRA, which is incorporated herein by reference as **Exhibit A**; and for good cause shown,

IT IS on this _____ day of _____, 2017,

ORDERED that a Judgment be entered as follows:

1. All claims asserted herein by the Parties against each other in the Complaint and Counterclaim, as amended, are hereby dismissed, with prejudice, and without costs or fees to any of the Parties.
2. The Parties are ordered to comply with the terms and conditions of the SRA.
3. The Court shall retain jurisdiction over the Parties for the purpose of enforcing the terms and conditions of the SRA, and
4. The Consent Order may be executed by the Parties in counterparts.

HON. BARRY P. SARKISIAN, P.J.Ch.

We hereby consent to the form and substance of the within Order for Judgment:

WEINER LAW GROUP LLP
629 Parsippany Road
Parsippany, NJ 070
Attorney for Plaintiffs

RIKER DANZIG SCHERER HYLAND PERRETTI
Headquarters Plaza
One Speedwell Avenue
Morristown, NJ 07962
Attorney for Defendants

By: _____
RICHARD L. RUDIN, ESQ.

Dated:

By: _____
JONATHAN P. VUOTTO, ESQ.

Dated:

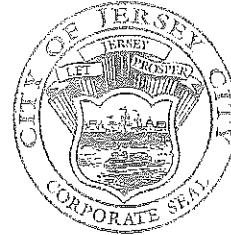
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-743

Agenda No. 10.7.23

Approved: _____

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY PARTICIPATE IN THE BERGEN COUNTY COOPERATIVE PRICING AGREEMENT

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, N.J.S.A. 40A:11-10 et seq. authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

WHEREAS, the City of Jersey City (City) desires to participate in a cooperative pricing system for the purchase of good and services; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the Bergen County Cooperative is the lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services (Division); and

WHEREAS, pursuant to N.J.A.C. 5:34-7.6, the City may apply for membership in an approved Cooperative Purchasing System and the Bergen County Cooperative is authorized to apply to the Director of the Division for approval on behalf of a proposed new member; and

WHEREAS, if the Division approves the City's membership application, the City will be able to purchase certain goods and services that the Bergen County Cooperative has publicly bid for; and

WHEREAS, the City desires to become a member of the Cooperative Purchasing System for Bergen County is the lead agency.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the Cooperative Pricing System offered by the Bergen County Cooperative Pricing Agreement.

APPROVED: _____

APPROVED AS TO LEGAL FORM

SD
9/11/17

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☐

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
GADSDEN				OSBORNE				WATTERMAN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY PARTICIPATE IN THE BERGEN COUNTY COOPERATIVE PRICING AGREEMENT

Initiator

Department/Division	Administration	Purchasing
Name/Title	Peter Folgado	Director, QPA, RPPO
Phone/email	201-547-4896	PeterF@jcnj.or

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

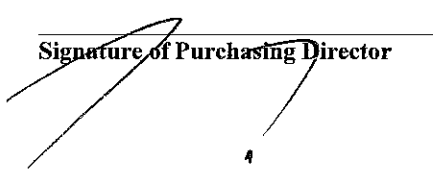
The City of Jersey City (City) desires to participate in a cooperative pricing system for the purchase of goods and services; and

Certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date


Signature of Purchasing Director


Date

COOPERATIVE PRICING SYSTEM AGREEMENT

#CK04-BERGEN, Bergen County Cooperative Pricing System

AGREEMENT FOR A COOPERATIVE PRICING SYSTEM

This Agreement made and entered into this 14th day of September, 2017, by and between the, **COUNTY OF BERGEN** and the CITY OF JERSEY CITY, who desire to participate in the #CK04-BERGEN.

WITNESSETH

WHEREAS, *N.J.S.A. 40A:11-11(5)*, specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the County of Bergen is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively may include all goods and services which may be bid under the laws and stipulations of the State of New Jersey and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter ON THE ANNIVERSARY OF THE REGISTRATION OF THE SYSTEM publish a legal ad in such format as required by *N.J.A.C. 5:34-7.9(a)* in its official newspaper normally used for such purposes by it to include such information as:

- (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
 - (E) The expiration date of the Cooperative Pricing System.
4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired [IF NOT AN OPEN ENDED CONTRACT], the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
 5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
 6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
 7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
 - (A) The quantities ordered for the Lead Agency's own needs, and
 - (B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
 8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
 9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from

the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.

10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
11. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
15. This Agreement shall become effective on the date adopted on the resolution subject to the review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall give written notice of its intention to terminate its participation.
16. The County of Bergen shall on behalf of all local units participating in the cooperative pricing system renew the system every 5 years in perpetuity; unless all parties give written notice that there is no longer a desire or a need for participation in the system.
17. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY

BY:

(NAME AND TITLE))

FOR THE PARTICIPATING UNIT

BY:

(NAME AND TITLE)



COUNTY OF BERGEN
DEPARTMENT OF ADMINISTRATION AND FINANCE
DIVISION OF PURCHASING
One Bergen County Plaza - 3RD Floor - Hackensack, NJ 07601-7076
(201) 336-7100 FAX (201) 336-7105

James J. Tedesco III
County Executive

Gerald T. Reiner, Jr., CCPO, QPA
Purchasing Agent

Re: Bergen County Co-Operative Pricing System - #CKO4-BERGEN

Dear Prospective Co-Operative Member:

Enclosed please find the following documents required for application to Bergen County's Co-Operative Pricing System. 1) Agreement #CK04-BERGEN; and; 2) A sample resolution.

As Bergen County is the Lead Agency, will apply to the State for Approval to include you as a member upon receipt of your executed documents.

Please send two (2) copies of each to: Janice Harley
Division of Purchasing
One Bergen County Plaza, Room 331
Hackensack, NJ 07601

You can also email me the copies at jharley@co.bergen.nj.us

You will find Bergen County's active cooperative contracts on Bergen County's website:
www.co.bergen.nj.us OR at the following direct link <http://www.co.bergen.nj.us/index.aspx?NID=226>

Should you have any questions, please call the Purchasing Division at 201 -336-7100, or my email address is jharley@co.bergen.nj.us.

Sincerely yours, //

A handwritten signature in black ink, appearing to be "GTR", is written over a horizontal line.

Gerald T. Reiner, Jr., CCPO, QPA
Purchasing Agent

GTR;jh
Attachments

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY

BY:

(NAME AND TITLE))

FOR THE PARTICIPATING UNIT

BY: PETER FOLGADO, DIRECTOR OF PURCHASING,
QPA, RPPO 9/14/17

(NAME AND TITLE)

County Cooperative Contracts

County Cooperative Purchasing

As Lead Agent for the Bergen County Cooperative Purchasing and Pricing Systems, we aim to minimize the total cost of purchasing operations for all members. Currently members include municipalities, boards of education and other agencies within the County of Bergen. Bergen County Cooperative Purchasing and Pricing Systems are now open for all New Jersey's municipalities, boards of education and other agencies to join.

Listed on the Purchasing Division's website are commodities currently offered through the County Cooperative Purchasing/Pricing System, along with the bid number and current contract expiration date. The County's System is registered with the NJ State Division of Local Government Services. The County of Bergen has two Cooperative pricing systems, they are #CK04-Bergen for members outside of the County's Geographic Lines and #11BCCPS for members within the County of Bergen. All bids available to members of the #CK04-Bergen Co-op are also available to members of the #11BCCPS co-op.

If you are interested in a commodity/service: click on it, and you will be linked to a .pdf file of vendor contact information and pricing for that commodity. It is your responsibility to contact the vendor and establish a separate contract for the commodity/service; we are only providing the pricing to you.

Questions, or requests to join Bergen County's Cooperatives can be directed to 201-336-7100 (phone) 201-336-7105 (fax) or by clicking [here for email](#).

Membership Listings		Co-Op #	
#11BeCCPS			
#CK04-Bergen			
Commodity	Bid No.	Co-Op #	Contract Expiration
Automotive Fuel Management Systems, Pumps, and Tanks- Maintenance and Repair (Extention to August 2016)	14-14		August 1, 2016
Automotive Parts and Accessories	14-91		April 21, 2017
Bituminous Concrete Sand & Stone	16-42.1		August 12, 2017
Bottled Spring Water & Water Cooler Rentals	15-67.1		November 23, 2017
Concrete Sand and Grit	14-49		September 30, 2017
Disaster Management Training System	16-58		August 23rd, 2018
Fabricated Mounted Signs	15-59.2		November 30th 2017

	3091	
<u>Diesel Fuel</u>	15-64	September 20, 2017
<u>Electric Lamps</u>	16-44	May 17th, 2018
<u>Electronic / Mechanical Security Locks & Components</u>	16-43	October 16th, 2018
<u>Open Ended as Needed Electrician Services</u>	15-070.2	April 5, 2017
<u>Fabricated Mounted Signs</u>	15-59.2	November 30, 2016
<u>Fuel Oil #2</u>	15-66	September 20, 2017
<u>Gasoline</u>	15-65	September 20, 2017
<u>Bagged Ice Melt Products</u>	16-67	April 30th, 2017
<u>Janitorial Supplies</u>	15-55	November 6, 2016
<u>Janitorial Supplies – Select Items Not Awarded Under Bid # 15-55</u>	15-55.1	November 5, 2016
<u>Lightening Detection Systems- Maintenance and New Systems</u>	13-65.1N	November 4, 2017
<u>Managed Print (Printer Solutions)</u>	16-011	August 9th, 2018
<u>Motor Oils & Antifreeze</u>	14-23	June 17, 2016
<u>Plastic Liners</u>	16-60	October 6, 2017
<u>Catalog/Plumbing Supplies</u>	16-07.1N	May 31st, 2017
<u>Plumbing Services</u>	15-75.1	December 8, 2017
<u>Portable Fire Extinguishers</u>	13-107	October 15, 2016
<u>Contract 16-024 Pump & Meter Repair</u>	16-024	June 5, 2018
<u>As Needed Replacement and New Fencing (1st Option Period)</u>	14-097	May 14, 2017
<u>Road Materials (Traffic Paint, Glass Beads, PVC Pipes, Channel Posts)</u>	15-85	November 23, 2016
<u>Purchasing and Delivery of Rock Salt</u>	16-59	September 30, 2017
<u>Repair Srvs For Large Scale Motorized Vehicles Part 2</u>	16-04.2	March 21, 2017
<u>Repair Srvs For Large Scale Motorized Vehicle Part 1</u>	16-04	March 22, 2017
<u>Hot Extruded & Spray Thermophistic Traffic Markings</u>	16-14	March 31, 2017
<u>Turnkey Audio/Visual Surveillance System</u>	13-46	May 14, 2015
<u>Vehicle Repair Services</u>	16-05.1	July 12th, 2017
<u>Vending Machines - Coin operated</u>	14-26	May 6, 2017
<u>Liquid Melting Agent as needed for Treatment of Roadways</u>	15-82	November 3, 2016
<u>Environmental and Green Procurement Contracts</u>	Bid No.	Co-Op # Contract Expiration
<u>Biological and/or Chemical Analysis of Samples of Potentially Hazardous Food Products, Soil, Water & Analysis of Paint Chips & Soil for Lead</u>	16-19	June 19th, 2017
<u>Chemical Control of Aquatic Weeds</u>	16-08	March 6th, 2017
<u>Crime Scene Equipment-Supply Catalog</u>	16-31	May 18th, 2018

<u>Liquid Food Composter (Green Contract)</u>	15-101		March 8th, 2017
<u>Mechanical Weed Harvesting & Hydro Raking</u>	16-09		May 3rd, 2017
<u>Removal/Refurbishment of Underground Storage Tanks</u>	14-83		April 16, 2017
<u>Repair, Maintenance & Cleaning of Environmental Monitoring Equipment</u>	11-30		April 19, 2016
<u>System Testing for Underground & Above Ground Storage Tanks</u>	15-60		December 31, 2016
<u>Well Drilling Services</u>	14-85		April 16, 2017
Catalogs	Bid No.	Co-Op #	Contract Expiration
<u>Air Star Safety Lighting Equipment (Light Towers and Emergency Lighting)</u> <u>*New Product Addition of Wanco Light Tower for AirStar Compatability</u>	16-55.1		August 23rd, 2018
<u>Commercial Grounds Equipment</u> (Toro, Case, John Deer, McCormick, Morbark, Inc, and more)	16-010		May 6, 2018
<u>Amendment 1 Regarding Woods Grounds Equipment</u>	16-10		May 6, 2018
<u>Law Enforcement Uniforms</u>	15-44		August 18, 2016
<u>Locks, Locksmith and Hardware Services</u>	16-54.1		September 7th, 2018
<u>Equipment Repair Parts</u>	15-31		July 14, 2017
<u>First Responder Emergency Medical Equipment, Uniforms & Supplies</u>	16-013		June 30, 2018
<u>Golf Accessories</u>	14-99		April 7, 2017
<u>High Security Systems and Supplies</u>	13-149		April 15, 2016
<u>Irrigation Repair Parts & Service</u>	15-30		July 14, 2017
<u>Landscaping Supplies</u>	15-59		August 18, 2017
<u>Locks - Hardware and Services</u>	14-45		July 8, 2016
<u>Photographic, Micrographic and/or Document Scanning</u> <u>Goods & Services</u>	14-37.1		November 23, 2016
<u>Stihl Outdoor Power Tools</u>	15-50		September 6, 2017
<u>Snap On Automotive Tools</u>	16-37.1		July 6th, 2017
<u>Stone Products</u>	14-98		May 14, 2017
<u>Winter Maintenance Equipment/ Catalog</u>	15-81		November 3, 2016
Miscellaneous	Bid No.	Co-Op #	Contract Expiration
<u>Auctioneer Services</u>	13-74		September 15, 2015 - September 14, 2016

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-756
Agenda No. 10.2.36
Approved: SEP 13 2017
TITLE:



RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO STORR TRACTOR COMPANY FOR THE PURCHASE AND DELIVERY OF TORO GROUNDMASTER MOWERS THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

COUNCIL AS A WHOLE, offered and moved adoption of the following resolution:

WHEREAS, N.J.S.A. 40A:11-10 et seq. authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the Educational Services Commission of New Jersey is a lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services; and

WHEREAS, Resolution 14-097 approved on February 11, 2014 authorized the City of Jersey City (City) to enter into a Cooperative Agreement with the Educational Services Commission of New Jersey (formerly the Middlesex Regional Educational Services Commission); and

WHEREAS, the Department of Public Works, Division of Parks wishes to purchase mowers from Storr Tractor Company, 3191 Route 22, Branchburg, New Jersey 08876 which is the hold of contract #65MCESCCPS, Bid MRESC 15/16-08; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. Storr Tractor Company's proposal to purchase and deliver Toro mowers is accepted and a contract in the amount of \$104,485.70 is awarded to Storr Tractor Company.
2. The term of the contract shall be completed upon the delivery of the goods or services.
3. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
4. This contract is awarded pursuant to N.J.S.A. 40A:11-10 et seq.

(Continued on page 2)

City Clerk File No. Res. 17-756Agenda No. 10.7.36 SEP 13 2017

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO STORR TRACTOR COMPANY FOR THE PURCHASE AND DELIVERY OF TORO GROUNDMASTER MOWERS THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC)

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Capital Account Fund	P.O. #	Total Contract
04-215-55-939-990	125888	\$104,485.70

Approved by _____
Peter Folgado, Director of Purchasing,
 OPA, RPPO

August 3, 2017
 Date

PF/pv/RR
 8/03/17

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Enladio R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF A CONTRACT TO STORR TRACTOR COMPANY FOR THE PURCHASE AND DELIVERY OF TORO GROUNDMASTER MOWERS THROUGH THE EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ), FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION (MRESC).

Project Manager

Department/Division	DPW	Park Maintenance
Name/Title	Sammy Ocasio	Parks Director
Phone/email	201-547-4449	ocasios@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this resolution is to provide:

- Provide three (3) Toro mowers.
- Primarily be used for grass cutting at various City parks such as Berry Lane, Leonard Gordon, Fisk, Pershing Field, Enos Jones, Bayside Parks, etc.
- Will replaced old machines.
- Includes Toro protection plan - extends protection from factory defects up to 60 months/3500 hours.

Cost (Identify all sources and amounts)

04-215-55-939-990 (Parks Capital)
Contract amount = \$104,485.70

Contract term (include all proposed renewals)

One time purchase.

Type of award Cooperative Agreement

If "Other Exception", enter type
Additional Information

EDUCATIONAL SERVICES COMMISSION OF NEW JERSEY (ESCNJ),
FORMERLY MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION
(MRESC).

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Date

Signature of Purchasing Director



Storr Tractor Company

TORO

Distributors of Quality Commercial Turf Care Equipment & Supplies


3191 Route 22, Branchburg, New Jersey 08876 · Phone: 908-722-9830 · Fax: 908-722-9847
175 13th Avenue, Ronkonkoma, New York 11779 · 631-588-5222 · Fax: 631-588-5222

July 27, 2017

Sammy Ocasio
Jersey City Parks Department
13-15 Linden Ave.
Jersey City, NJ 07305

Dear Sammy,

As per your request, Storr Tractor Company quotes the following:

<u>Qty</u>	<u>Description</u>	<u>Product ID</u>	<u>Toro Retail</u>		<u>ESCNJ Price</u>
1	GM 3280-D 4WD	<u>30345</u>	\$22,137.00		<u>\$17,709.60</u>
1	72" Base Deck	<u>30404</u>	\$5,617.00		<u>\$4,493.60</u>
1	72" Rear Discharge Completion Kit	<u>30303</u>	\$490.00		<u>\$392.00</u>
2	WEIGHT-REAR	<u>24-5790-01</u>	\$390.78		<u>\$312.62</u>
4	SCREW-HH	<u>325-8</u>	\$12.44		<u>\$9.95</u>
4	WASHER-LOCK	<u>3253-7</u>	\$2.36		<u>\$1.88</u>
1	Air Ride Seat Suspension	<u>30313</u>	\$707.00		<u>\$565.60</u>
1	Milsco Seat	<u>30398</u>	\$466.00		<u>\$372.80</u>
	SUBTOTALS		\$29,822.58		\$23,858.05
	TPP – Toro Protection Plus – extends protection from factory defects up to 60 months/3500 hrs.				<u>\$1,536.60</u>
	TOTALS				\$25,394.65

If you have any questions at all, please do not hesitate to contact me on my cell phone anytime at (908)-413-5633.

Sincerely,

Kevin Hoban
Sales Consultant



Storr Tractor Company

TORO

Distributors of Quality Commercial Turf Care Equipment & Supplies

3191 Route 22, Branchburg, New Jersey 08876 · Phone: 908-722-9830 · Fax: 908-722-9847
175 13th Avenue, Ronkonkoma, New York 11779 · 631-588-5222 · Fax: 631-588-5222

July 25, 2017

Sammy Ocasio
Jersey City Parks Department
13-15 Linden Ave.
Jersey City, NJ 07305

Dear Sammy,

As per your request, Storr Tractor Company quotes the following:

- 1 **Toro Groundsmaster 4000 Model #30609** – with a Yanmar 4-cylinder, liquid cooled, turbo-charged diesel engine, rated at 55hp – Tier IV FINAL compliant; Toro Smart Cool – variable speed radiator cooling fan with automatic and manual reversing capabilities; onboard *Mini Info Center* – LCD Display shows gauges, alerts/faults, service reminders, electrical system diagnostics, fuel level, coolant temp, intake temp, low oil pressure, alternator, engine hours, engine rpm, hydraulic oil temp and voltage; full-time hydrostatic 4 wheel drive with planetary gear reduction; power steering; tilt wheel; 132" width of cut on 3 separate independently powered mower decks; includes air ride seat suspension and Milsco seat; mowing speed 0-8 mph, ROPS, 19 gallon fuel tank; 2 year warranty on parts, labor, and transportation:

<u>Qty</u>	<u>Description</u>	<u>Product ID</u>	<u>Toro Retail</u>	<u>ESCNJ Price</u>
1	Groundsmaster 4000-D Tier 4 Final	30609	\$76,897.00	\$61,517.60
1	Sunshade Canopy	30349	\$669.00	\$535.20
1	Roadlight Kit (includes headlights)	30414	\$927.00	\$741.60
1	800 Hour MVP Filter Kit	30408	\$334.53	\$267.62
	SUBTOTALS		\$78,827.53	\$63,062.02
	TPP – Toro Protection Plus – extends protection from factory defects up to 60 months/3500 hrs.			\$3,071.90
	TOTALS:			\$66,133.92

ESCNJ State Approved Co-Op: #65MCESCCPS Bid #15/16-08

If you have any questions at all, please do not hesitate to contact me on my cell phone anytime at (908)-413-5633.

Sincerely,

Kevin Hoban
Sales Consultant

04-215-55-939-920



Storr Tractor Company



Distributors of Quality Commercial Turf Care Equipment & Supplies

3191 Route 22, Branchburg, New Jersey 08876 • Phone: 908-722-9830 • Fax: 908-722-9847
175 13th Avenue, Ronkonkoma, New York 11779 • 631-588-5222 • Fax: 631-588-5222

July 27, 2017

Sammy Ocasio
Jersey City Parks Department
13-15 Linden Ave.
Jersey City, NJ 07305

Dear Sammy,

As per your request, Storr Tractor Company quotes the following:

- 1 **Toro Z-Master 6000 Series Zero Radius Tractor Model #74928** – Zero Turn Rotary Mower with 26.5 HP Air Cooled Kohler Engine, Electronic Fuel Injection; Deluxe Seat; 72" Turbo Force deck; 5 year/1400 hrs. warranty:

Toro Retail: \$14,332.00
ESCNJ Price: \$10,319.04

- 1 **Triple Bagger Collection System #78564**

Toro Retail: \$ 2,443.00
ESCNJ Price: \$ 1,758.96

- 1 **E-Z Vac Blower and Drive Kit #78554**

Toro Retail: \$ 1,221.00
ESCNJ Price: \$ 879.12

ESCNJ Total: \$12,957.12

ESCNJ State Approved Co-Op: #65MCESCCPS Bid #15/16-08

If you have any questions at all, please do not hesitate to contact me on my cell phone anytime at (908)-413-5633.

Sincerely,

Kevin Hoban
Sales Consultant

TORO		PRICE LIST		% DISCOUNT		PARTS DISCOUNT %	Installation Fee
GANG MOWER ACCESSORIES			Turf Equip	Storr	Turf Equip	Storr	
01005	30" 5 Blade Cutting Unit		20%	20.00%	5.00%	5.00%	
01007	30" 7 Blade Cutting Unit	\$3,569.00	20%	20.00%	5.00%	5.00%	
01011	30" 11 Blade Cutting Unit	\$3,620.00	20%	20.00%	5.00%	5.00%	
01035	18" Semi-Pneumatic Wheels	\$3,721.00	20%	20.00%	5.00%	5.00%	
01304	16" Semi-Pneumatic Wheels, Low Profile - Pair	\$713.00	20%	20.00%	5.00%	5.00%	
01323	16" Pneumatic Wheels - Pair	\$600.00	20%	20.00%	5.00%	5.00%	
33145	3 Unit Universal Frame	\$304.00	20%	20.00%	5.00%	5.00%	
33155	3 to 5 Unit Universal Frame Conversion	\$2,803.00	20%	20.00%	5.00%	5.00%	
33452	5 to 7 Unit Transport Frame Conversion Kit	\$2,293.00	20%	20.00%	5.00%	5.00%	
OPTIONS/ATTACHMENTS DISCOUNT		\$4,079.00	20%	20.00%	5.00%	5.00%	
GROUNDMASTERS (TIER 4 COMPLIANT)							
30608	Groundsmaster 4100-D (Tier 4 Final Compliant) (30608 / 30608A)	\$76,771.00	20%	20.00%	5.00%	5.00%	
30609	Groundsmaster 4000-D (Tier 4 Final Compliant) (30609 / 30609A)	\$76,897.00	20%	20.00%	5.00%	5.00%	
30636	Groundsmaster 4010-D (Tier 4 Final Compliant) (30636)	\$94,754.00	20%	20.00%	5.00%	5.00%	
30644	Groundsmaster 4110-D (Tier 4 Final Compliant) (30644)	\$94,801.00	20%	20.00%	5.00%	5.00%	
30807	Groundsmaster 3500-D (25hp Diesel Powered)	\$39,327.00	20%	20.00%	5.00%	5.00%	
30809	Groundsmaster 3500-G (32hp Gas Powered)	\$42,164.00	20%	20.00%	5.00%	5.00%	
30864	Groundsmaster 4300-D (Tier 4 Final Compliant) (30864 / 30864A)	\$62,813.00	20%	20.00%	5.00%	5.00%	
30881	Groundsmaster 4500-D (Tier 4 Final Compliant) (30881 / 30881A)	\$78,441.00	20%	20.00%	5.00%	5.00%	
30882	Groundsmaster 4700-D (Tier 4 Final Compliant) (30882 / 30882A)	\$91,300.00	20%	20.00%	5.00%	5.00%	
31698	GM5900 Tier 4 Final Compliant (Road Lights Standard)	\$113,286.00	20%	20.00%	5.00%	5.00%	
31699	GM5910 Tier 4 Compliant, All Season Safety Cab Standard, Road Lights Optional	\$131,400.00	20%	20.00%	5.00%	5.00%	
30633	GM7210 Winter Only Power Unit (Tier 4 Final Compliant) (30633)	\$26,650.00	20%	20.00%	5.00%	5.00%	
30695	GM7210 NO Deck (Tier 4 Final Compliant) (30695)	\$28,516.00	20%	20.00%	5.00%	5.00%	
31200	GM360 4WD with NO Deck (Tier 4 Final Compliant) (31200 / 31200A)	\$36,746.00	20%	20.00%	5.00%	5.00%	
31202	GM360 4WD w/Cab NO Deck (Tier 4 Final Compliant)	\$48,887.00	20%	20.00%	5.00%	5.00%	
OPTIONS/ATTACHMENTS DISCOUNT							
GROUNDMASTERS (TIER 4 COMPLIANT) ACCESSORIES							
03667	Alt-ride Seat Suspension	\$610.00	20%	20.00%	5.00%	5.00%	
30304	72" Guardian Recycler Completion Kit	\$406.00	20%	20.00%	5.00%	5.00%	
30346	Fine Cut Guardian Recycler Completion Kit (Includes baffles and blades)	\$549.00	20%	20.00%	5.00%	5.00%	
30347	72" Side Discharge Recycler Kit	\$309.00	20%	20.00%	5.00%	5.00%	
30358	Bimini Canvas Sunshade	\$236.00	20%	20.00%	5.00%	5.00%	
30407	4WD Hydraulic Flow Divider Kit	\$1,124.00	20%	20.00%	5.00%	5.00%	
30414	North American Road Light Kit	\$927.00	20%	20.00%	5.00%	5.00%	
30451	Replacement Cutting Unit	\$15,476.00	20%	20.00%	5.00%	5.00%	
30476	RIGHT CUTTING UNIT-GM4000	\$4,179.00	20%	20.00%	5.00%	5.00%	
30477	Service Deck - Left	\$4,179.00	20%	20.00%	5.00%	5.00%	
30508	Differential Lock	\$329.00	20%	20.00%	5.00%	5.00%	

Authorized Signature: _____
Company Name: _____

Print Name: _____
Date: _____

TORO		PRICE LIST	% DISCOUNT	PARTS DISCOUNT %	Installation Fee
GROUNDMASTERS ACCESSORIES cont'd.					
30348	Guardian Recycler Kit		Turf Equip	Storr	
30356	15 cu. Ft. Hopper	\$314.00	20%	5.00%	5.00%
30357	60" Blower Kit for Use with Collection System	\$5,229.00	20%	5.00%	5.00%
30366	60" Side Discharge Deck	\$2,137.00	20%	5.00%	5.00%
30382	12V Power Port/Electrical Accessory Kit	\$4,740.00	20.00%	5.00%	5.00%
30398	Milco Seat	\$156.00	20.00%	5.00%	5.00%
30403	62" Base Deck	\$466.00	20.00%	5.00%	5.00%
30404	72" Base Deck	\$5,219.00	20.00%	5.00%	5.00%
30493	Pro Force Adapter Kit for GM3280	\$5,617.00	20.00%	5.00%	5.00%
30502	52" Blower Kit	\$1,880.00	20.00%	5.00%	5.00%
30551	62" Side Discharge Deck	\$2,027.00	20.00%	5.00%	5.00%
30555	52" Side Discharge Deck	\$5,559.00	20.00%	5.00%	5.00%
30701	Cab Road Light Kit (Mounts on Heat only cab, 30298)	\$3,697.00	20.00%	5.00%	5.00%
30823	Debris Blower	\$826.00	20.00%	5.00%	5.00%
31335	72" Guardian Recycler deck with 4 castor wheels	\$3,947.00	20.00%	5.00%	5.00%
31336	72" Side Discharge deck with 4 castor wheels	\$6,321.00	20.00%	5.00%	5.00%
44549	Pro Force Blower (Adapter kit required)	\$5,700.00	20.00%	5.00%	5.00%
59225	Recycler Kit	\$6,444.00	20.00%	5.00%	5.00%
30261	400 Hour MVP KIT, GM360 7210 Yanmar Eng	\$247.99	20.00%	5.00%	5.00%
30287	Speed Reduction Kit (F15 and newer models)	\$106.97	20.00%	5.00%	5.00%
30353	Service Deck - 72 in base deck	\$309.00	20.00%	5.00%	5.00%
30378	V-Plow Mounting Kit	\$3,310.00	20.00%	5.00%	5.00%
30456	Service Deck - 60 in side discharge	\$549.00	20.00%	5.00%	5.00%
30457	Service Deck 62" Base Deck (No 62" rear discharge configuration available w/ GM360s)	\$3,906.00	20.00%	5.00%	5.00%
30481	Service Deck - 72" side discharge	\$3,157.00	20.00%	5.00%	5.00%
30509	Front Frame, QAS 4WD GM360	\$3,714.00	20.00%	5.00%	5.00%
30517	No. America Road Lights (includes headlights, red/amber flashers & turn signals)	\$4,517.00	20.00%	5.00%	5.00%
30801	GM360 Collection Elec & Hydraulic Kit	\$1,027.00	20.00%	5.00%	5.00%
30818	Parking Stand Kit-GM360 High-Lift Coll	\$3,030.00	20.00%	5.00%	5.00%
30866	High-Lift Collection - GM360	\$1,372.00	20.00%	5.00%	5.00%
30869	Carrier Frame ASM - GM360	\$12,087.00	20.00%	5.00%	5.00%
30897	GM360 High Lift Collect Controller Kit	\$2,961.00	20.00%	5.00%	5.00%
31101	GM360 100 in Deck (Attachment Kit Required to Mount to GM360)	\$210.00	20.00%	5.00%	5.00%
31103	100 in Deck Attachment Kit for GM360 Models F14 and Newer	\$13,804.00	20.00%	5.00%	5.00%
31105	Leaf Mulching Kit For 100 in. Deck (Available after August 2014)	\$543.00	20.00%	5.00%	5.00%
31219	Elec. Accessory Kit incl joystick-For Front Frame, QAS MUST use w/ SnowBlower, Powered V-Plow, optional	\$1,019.00	20.00%	5.00%	5.00%
31220	Winter enclosure for GM360 4WD non - cab models	\$1,977.00	20.00%	5.00%	5.00%
44547	Pro Force Blower for GM360 (4WD)	\$11,104.00	20.00%	5.00%	5.00%
30421	Cruise Control Kit	\$7,114.00	20.00%	5.00%	5.00%
30445	4WD Hydraulic Flow Divider Kit	\$543.00	20.00%	5.00%	5.00%
30452	North American Road Package Kit (Available March 2010)	\$1,124.00	20.00%	5.00%	5.00%
		\$1,189.00	20.00%	5.00%	5.00%

Authorized Signature: _____
Company Name: _____

Print Name: _____
Date: _____

TORO		PRICE LIST	% DISCOUNT		PARTS DISCOUNT %		Installation Fee
GROUNDMASTERS (TIER 4 COMPLIANT) ACCESSORIES cont'd.			Turf Equip	Storr	Turf Equip	Storr	
30511	Grammer Seat with Air Ride Suspension and Vinyl Cushions	\$1,389.00	20%	20.00%	5.00%	5.00%	
30513	No America Road Lights (includes headlights, red/amber flashers & turn signals)	\$919.00	20%	20.00%	5.00%	5.00%	
30547	Speed Reduction Kit	\$309.00	20%	20.00%	5.00%	5.00%	
30549	72" Rear Discharge Completion Kit	\$544.00	20%	20.00%	5.00%	5.00%	
30579	GM360 Front Jack Stand	\$379.00	20%	20.00%	5.00%	5.00%	
30629	Deluxe Suspension Seat (GM7200 Std Seat)	\$683.00	20%	20.00%	5.00%	5.00%	
30647	Pre-Filter Screen Kit [GM Cabs]	\$190.00	20%	20.00%	5.00%	5.00%	
30661	Beacon Kit	\$354.00	20%	20.00%	5.00%	5.00%	
30706	Cab-Light (GM5910/GM4010/4110) Road Lights are no longer std on F15 & newer models	\$539.00	20%	20.00%	5.00%	5.00%	
30834	Contour Plus 27" Cutting Deck	\$2,179.00	20%	20.00%	5.00%	5.00%	
30836	Leaf Mulching Kit (order 1 per deck)	\$61.00	20%	20.00%	5.00%	5.00%	
30841	Work Light Kit	\$279.00	20%	20.00%	5.00%	5.00%	
30876	GM45/4700 T4 Flow Divider Kit After 2013 (For 2013 and newer models)	\$1,456.00	20%	20.00%	5.00%	5.00%	
31232	Removable "HEAT ONLY" Cab	\$11,814.00	20%	20.00%	5.00%	5.00%	
31509	Beacon Kit (F15 and newer models)	\$303.00	20%	20.00%	5.00%	5.00%	
30419	Leaf Mulching Kit	\$1,584.00	20%	20.00%	5.00%	5.00%	
30420	Guardian Recycler Conversion Kit	\$1,463.00	20%	20.00%	5.00%	5.00%	
30422	Leaf Mulching Kit	\$1,463.00	20%	20.00%	5.00%	5.00%	
OPTIONS/ATTACHMENTS DISCOUNT				20.00%	5.00%	5.00%	
GROUNDMASTERS							
30344	Groundsmaster 3280-D 2WD	\$18,643.00	20%	20.00%	5.00%	5.00%	
30345	Groundsmaster 3280-D 4WD	\$22,137.00	20%	20.00%	5.00%	5.00%	
30849	Groundsmaster 3505-D (replaces 30826)	\$34,849.00	20%	20.00%	5.00%	5.00%	
31598	Groundsmaster 5900 (31598 / 31598N)	\$106,597.00	20%	20.00%	5.00%	5.00%	
31599	Groundsmaster 5910 (31599 / 31599N)	\$122,844.00	20%	20.00%	5.00%	5.00%	
30473	Groundsmaster 7200 "Winter Only" Power Unit (30473)	\$20,469.00	20%	20.00%	5.00%	5.00%	
30495	GM7200 NO Deck (30495)	\$19,421.00	20%	20.00%	5.00%	5.00%	
OPTIONS/ATTACHMENTS DISCOUNT				20.00%	5.00%	5.00%	
GROUNDMASTERS ACCESSORIES							
30707	Armrest	\$181.00	20%	20.00%	5.00%	5.00%	
30716	Guardian 72" Recycler Deck	\$6,237.00	20%	20.00%	5.00%	5.00%	
30722	72" Side Discharge Deck	\$5,439.00	20%	20.00%	5.00%	5.00%	
30750	48" V-Plow	\$1,804.00	20%	20.00%	5.00%	5.00%	
103139	Front Tire Chains	\$139.25	20%	20.00%	5.00%	5.00%	
30298	Cab-GM3280, Winter, Heat Only	\$8,996.00	20%	20.00%	5.00%	5.00%	
30303	72" Rear Discharge Completion Kit	\$490.00	20%	20.00%	5.00%	5.00%	
30305	62" Rear Discharge Completion Kit	\$500.00	20%	20.00%	5.00%	5.00%	
30306	62" Guardian Recycler Completion Kit	\$401.00	20%	20.00%	5.00%	5.00%	
30312	Mechanical Seat Suspension	\$489.00	20%	20.00%	5.00%	5.00%	
30313	Air Ride Seat Suspension	\$707.00	20%	20.00%	5.00%	5.00%	

Authorized Signature: _____

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Print Name: _____

Date: _____

TORO		PRICE LIST		% DISCOUNT		PARTS DISCOUNT %	Installation Fee
			Turf Equip	Storr	Turf Equip	Storr	
78562	Z Master E-Z VAC Collection System Comm/Prof - Twin Soft Bagger-48"/52" Deck (use w/ 78551/78552)	\$1,554.00	30.20%	28.00%	10.00%	0.00%	
78583	Z Master E-Z VAC Collection System Comm/Prof - Triple Soft Bagger-60" Deck (use with 78553)	\$2,443.00	30.20%	28.00%	10.00%	0.00%	
78564	Z Master E-Z VAC Collection System Comm/Prof - Triple Soft Bagger-72" Deck (use with 78554)	\$2,443.00	30.20%	28.00%	10.00%	0.00%	
78569	Z Master E-Z VAC Collection System Comm 2000 -Twin Soft Bagger 48-60" Deck (use w/ 78571/72/73)	\$1,554.00	30.20%	28.00%	10.00%	0.00%	
78541	Z Master E-Z VAC DFS Collection Systems Z400 Series DFS Rear Bagger for 48" Deck (For use with 78536)	\$1,966.00	30.20%	28.00%	10.00%	0.00%	
78542	Z Master E-Z VAC DFS Collection Systems Z400 Series DFS Rear Bagger for 52" Deck (For use with 78537)	\$1,966.00	30.20%	28.00%	10.00%	0.00%	
78544	Z Master E-Z VAC DFS Collection Systems Z500/7000 DFS Rear Bagger for 60" Deck (For use with 78538)	\$2,721.00	30.20%	28.00%	10.00%	0.00%	
78545	Z Master E-Z VAC DFS Collection Systems Z500/7000 DFS Rear Bagger for 72" Deck (For use with 78539)	\$2,721.00	30.20%	28.00%	10.00%	0.00%	
78566	Z Master E-Z VAC DFS Collection Systems Comm/Prof - DFS Rear Bagger-48"/52" Deck (use w/ 78551/78552)	\$2,221.00	30.20%	28.00%	10.00%	0.00%	
78567	Comm/Prof - DFS Rear Bagger-60" Deck (For use with 78553)	\$2,766.00	30.20%	28.00%	10.00%	0.00%	
OPTIONS/ATTACHMENTS DISCOUNT				28.00%		0.00%	
78568	Z Master E-Z VAC DFS Collection Systems Comm/Prof - DFS Rear Bagger-72" Deck (For use with 78554)	\$2,821.00	30.20%	28.00%	10.00%	0.00%	
OPTIONS/ATTACHMENTS DISCOUNT				28.00%		0.00%	
Seeders							
33510	20" Hydro Silt Seeder	\$4,443.00	30.20%	28.00%	10.00%	0.00%	
33511	18" Mechanical Silt Seeder	\$2,332.00	30.20%	28.00%	10.00%	0.00%	
OPTIONS/ATTACHMENTS DISCOUNT				28.00%	10.00%	0.00%	
Power Rake							
33513	18" Mechanical Power Rake	\$1,999.00	30.20%	28.00%	10.00%	0.00%	
OPTIONS/ATTACHMENTS DISCOUNT				28.00%		0.00%	
Rotary Broom							
38700	Power Broom	\$4,399.99	30.20%	26.00%	10.00%	0.00%	
OPTIONS/ATTACHMENTS DISCOUNT				26.00%		0.00%	
Aerators							
39518	30" Stand-on Aerator	\$11,221.00	30.20%	28.00%	10.00%	0.00%	
33515	21" Single Hydro Aerator	\$4,443.00	30.20%	28.00%		0.00%	
33516	18" Mechanical Aerator	\$3,221.00	30.20%	28.00%		0.00%	
OPTIONS/ATTACHMENTS DISCOUNT				28.00%		0.00%	

Authorized Signature: _____
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Print Name: _____
Date: _____

TORO		PRICE LIST		% DISCOUNT		PARTS DISCOUNT %	Installation Fee
74947	Z Master Zero-Turn Riders - Professional 6000 Series 34 HP Kohler CP EFI-72" TURBO FORCE Deck w/HORIZON™ Technology	Turf Equip		Storr	Turf Equip	Storr	
74266	22 Master Zero-Turn Rider - Professional 7000 Diesel Series 5 HP Kubota Diesel w/ 52" TURBO FORCE Deck	\$15,666.00	30.20%	28.00%	10.00%	0.00%	
74267	Z Master Zero-Turn Rider - Professional 7000 Diesel Series 25 HP Kubota Diesel w/ 60" TURBO FORCE Deck	\$17,443.00	30.20%	28.00%	10.00%	0.00%	
74274	Z Master Zero-Turn Rider - Professional 7000 Diesel Series 25 HP Kubota Diesel w/ 72" TURBO FORCE Deck	\$17,999.00	30.20%	28.00%	10.00%	0.00%	
74310	8000 Series Direct Collect Z 20.5 HP Kohler Command Pro w/42" Deck-(includes Hopper)	\$18,554.00	30.20%	28.00%	10.00%	0.00%	
74313	8000 Series Direct Collect Z 25 HP Kohler Command Pro w/48" Deck-(includes Hopper)	\$15,777.00	30.20%	28.00%	10.00%	0.00%	
74312	8000 Series Direct Collect Z 23 HP Kohler Command Pro EFI w/48" Deck-(includes Hopper) [1]	\$16,666.00	30.20%	28.00%	10.00%	0.00%	
OPTIONS/ATTACHMENTS DISCOUNT		\$17,443.00	30.20%	28.00%	10.00%	0.00%	
Z Master Attachments				28.00%		0.00%	
78536	Z Master E-Z VAC Blower & Deck Drive Kit Z400 Series for 48" Deck					0.00%	
78537	Z Master E-Z VAC Blower & Deck Drive Kit Z400/Z500/7000 Series for 52" Deck	\$1,221.00	30.20%	28.00%	10.00%	0.00%	
78538	Z Master E-Z VAC Blower & Deck Drive Kit Z500/7000 Series for 60" Deck	\$1,221.00	30.20%	28.00%	10.00%	0.00%	
78539	Z Master E-Z VAC Blower & Deck Drive Kit Z500/7000 Series for 72" Deck	\$1,221.00	30.20%	28.00%	10.00%	0.00%	
78551	Z Master E-Z VAC Blower & Deck Drive Kit Comm/Prof Series for 48" Deck	\$1,221.00	30.20%	28.00%	10.00%	0.00%	
78552	Z Master E-Z VAC Blower & Deck Drive Kit Comm/Prof Series for 52" Deck	\$1,221.00	30.20%	28.00%	10.00%	0.00%	
78553	Z Master E-Z VAC Blower & Deck Drive Kit Comm/Prof Series for 60" Deck	\$1,221.00	30.20%	28.00%	10.00%	0.00%	
78554	Z Master E-Z VAC Blower & Deck Drive Kit Comm/Prof Series for 72" Deck	\$1,221.00	30.20%	28.00%	10.00%	0.00%	
78571	Z Master E-Z VAC Blower & Deck Drive Kit Comm 2000 Series for 48" Deck	\$1,221.00	30.20%	28.00%	10.00%	0.00%	
78572	Z Master E-Z VAC Blower & Deck Drive Kit Comm 2000 Series for 52" Deck	\$1,221.00	30.20%	28.00%	10.00%	0.00%	
78573	Z Master E-Z VAC Blower & Deck Drive Kit Comm 2000 Series for 60" Deck	\$1,221.00	30.20%	28.00%	10.00%	0.00%	
78531	Z Master E-Z VAC Collection System Z400 Series Twin Soft Bagger for 48" Deck (For use with 78536)	\$1,221.00	30.20%	28.00%	10.00%	0.00%	
78532	Z Master E-Z VAC Collection System Z400 Series Twin Soft Bagger for 52" Deck (For use with 78537)	\$1,443.00	30.20%	28.00%	10.00%	0.00%	
78533	Z Master E-Z VAC Collection System Z500/7000 Twin Soft Bagger for 52" Deck (For use with 78537)	\$1,443.00	30.20%	28.00%	10.00%	0.00%	
78534	Z Master E-Z VAC Collection System Z500/7000 Triple Soft Bagger for 60" Deck (For use with 78538)	\$1,766.00	30.20%	28.00%	10.00%	0.00%	
78535	Z Master E-Z VAC Collection System Z500/7000 Triple Soft Bagger for 72" Deck (For use with 78539)	\$2,366.00	30.20%	28.00%	10.00%	0.00%	
		\$2,366.00	30.20%	28.00%	10.00%	0.00%	

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TORO		PRICE LIST		% DISCOUNT		PARTS DISCOUNT %	Installation Fee
74906	Z Master Zero-Turn Riders - Professional 5000 Series 25 HP Kohler Command Pro EFI w/ 52" TURBO FORCE Deck	\$11,554.00	30.20%	28.00%	10.00%	0.00%	
74995	Z Master Zero-Turn Riders - Professional 5000 Series 25 HP Kohler Command Pro EFI w/ 52" TURBO FORCE-MyRIDE	\$12,666.00	30.20%	28.00%	10.00%	0.00%	
74915	Z Master Zero-Turn Riders - Professional 5000 Series 25 HP Kohler Command Pro w/ 60" TURBO FORCE Deck	\$11,888.00	30.20%	28.00%	10.00%	0.00%	
74930	Z Master Zero-Turn Riders - Professional 5000 Series 25 HP Kohler Command Pro EFI w/ 60" TURBO FORCE Deck	\$12,443.00	30.20%	28.00%	10.00%	0.00%	
74991	Z Master Zero-Turn Riders - Professional 5000 Series 25 HP Kohler Command Pro EFI w/ 60" TURBO FORCE-MyRIDE	\$13,554.00	30.20%	28.00%	10.00%	0.00%	
74918	Z Master Zero-Turn Riders - Professional 5000 Series 26.5 HP Kohler Command Pro EFI w/ 72" TURBO FORCE Deck	\$13,110.00	30.20%	28.00%	10.00%	0.00%	
74933	Z Master Zero-Turn Riders - Professional 5000 Series Kohler Command Pro EFI Propane w/ 60" TURBO FORCE Deck	\$15,332.00	30.20%	28.00%	10.00%	0.00%	
74934	Z Master Zero-Turn Riders - Professional 5000 Series Kohler Command Pro EFI Propane w/ 72" TURBO FORCE Deck	\$15,777.00	30.20%	28.00%	10.00%	0.00%	
74942	Z Master Zero-Turn Riders - Professional 5000 Series 25 HP Kohler CP EFI w/ 60" TURBO FORCE RD Deck	\$13,110.00	30.20%	28.00%	10.00%	0.00%	
74944	Z Master Zero-Turn Riders - Professional 5000 Series 26.5 HP Kohler CP EFI w/ 72" TURBO FORCE RD Deck	\$13,554.00	30.20%	28.00%	10.00%	0.00%	
74923	Z Master Zero-Turn Riders - Professional 6000 Series Z Master Zero-Turn Riders - Professional 6000 Series 24.5 HP Kawasaki FX w/ 52" TURBO FORCE Deck	\$12,332.00	30.20%	28.00%	10.00%	0.00%	
74960	Z Master Zero-Turn Riders - Professional 6000 Series Z Master Zero-Turn Riders - Professional 6000 Series 31 HP Kawasaki FX w/ 60" TURBO FORCE Deck	\$13,888.00	30.20%	28.00%	10.00%	0.00%	
74997	Z Master Zero-Turn Riders - Professional 6000 Series Z Master Zero-Turn Riders - Professional 6000 Series 31 HP Kawasaki FX w/ 60" TURBO FORCE Deck - MyRIDE	\$14,999.00	30.20%	28.00%	10.00%	0.00%	
74961	Z Master Zero-Turn Riders - Professional 6000 Series Z Master Zero-Turn Riders - Professional 6000 Series 31 HP Kawasaki FX w/ 72" TURBO FORCE Deck	\$14,443.00	30.20%	28.00%	10.00%	0.00%	
74998	Z Master Zero-Turn Riders - Professional 6000 Series 31 HP Kawasaki FX w/ 72" TURBO FORCE Deck - MyRIDE	\$15,554.00	30.20%	28.00%	10.00%	0.00%	
74926	Z Master Zero-Turn Riders - Professional 6000 Series 26.5 HP Kohler EFI w/ 60" TURBO FORCE Deck	\$13,777.00	30.20%	28.00%	10.00%	0.00%	
74928	Z Master Zero-Turn Riders - Professional 6000 Series 26.5 HP Kohler EFI w/ 72" TURBO FORCE Deck	\$14,332.00	30.20%	28.00%	10.00%	0.00%	
74946	Z Master Zero-Turn Riders - Professional 6000 Series 34 HP Kohler CP EFI-60" TURBO FORCE Deck w/HORIZON™ Technology	\$15,110.00	30.20%	28.00%	10.00%	0.00%	

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TORO		PRICE LIST		% DISCOUNT		PARTS DISCOUNT %	Installation Fee
SPRAYERS			Turf Equip	Storr	Turf Equip	Storr	
41594	Multi Pro 5800-G						
41623	Precision Spray System - MP5800, GEOLINK	\$53,039.00	20%	20.00%	5.00%	5.00%	
44507	Topdresser 2500	\$21,357.00	20%	20.00%	5.00%	5.00%	
44701	ProPass 200 Base	\$14,006.00	20%	20.00%	5.00%	5.00%	
44751	ProPass 200 Wireless	\$10,930.00	20%	20.00%	5.00%	5.00%	
44931	MH-400 SH2 Base	\$12,830.00	20%	20.00%	5.00%	5.00%	
44954	MH-400 Wireless (Available November 2015)	\$26,184.00	20%	20.00%	5.00%	5.00%	
34215	Stand-on Spreader Sprayer	\$28,900.00	20%	20.00%	5.00%	5.00%	
OPTIONS/ATTACHMENTS DISCOUNT		\$10,777.00	20%	20.00%	5.00%	5.00%	
SPRAYER ACCESSORIES				20.00%	5.00%	5.00%	
07228	High Flow Hydraulics Kit (2002 and newer Workman 3000 & 4000 Units)						
07316	High Flow Hydraulics Kit (Required for Workman HDX Utility Vehicles)	\$2,150.00	20%	20.00%	5.00%	5.00%	
30349	Universal Sunshade (White)	\$1,740.00	20%	20.00%	5.00%	5.00%	
30552	Universal Sunshade (Red)	\$669.00	20%	20.00%	5.00%	5.00%	
41023	Single Nozzle Kit - For All Multi Pro Sprayers	\$823.00	20%	20.00%	5.00%	5.00%	
41118	Hand Spray Wand Kit	\$190.00	20%	20.00%	5.00%	5.00%	
41133	Spray Gun Kit Only	\$499.00	20%	20.00%	5.00%	5.00%	
41135	Electric Hose Reel Kit	\$597.00	20%	20.00%	5.00%	5.00%	
41158	Chemical Pre-Mix Kit - MP1750 (KZ Valve)	\$2,699.00	20%	20.00%	5.00%	5.00%	
41159	Electric Hose Reel Kit (KZ Valve)	\$2,541.00	20%	20.00%	5.00%	5.00%	
41206	Rear Work Light Kit (ROPS mounted)	\$3,181.00	20%	20.00%	5.00%	5.00%	
41208	Clean Rinse Kit	\$469.00	20%	20.00%	5.00%	5.00%	
41210	Cleanload Chemical Eductor (Fits 2014 and Prior Models)	\$1,460.00	20%	20.00%	5.00%	5.00%	
41211	Pivoting Hose Reel (Fits 2014 and Prior Models)	\$2,591.00	20%	20.00%	5.00%	5.00%	
41219	Ultra Sonic Boom II Kit-Fits MP5800, MP1750 & MP WM models w/ fully hyd boom actuators	\$3,230.00	20%	20.00%	5.00%	5.00%	
41232	Foam Marker Kit (All Sprayers)	\$3,063.00	20%	20.00%	5.00%	5.00%	
41323	New Boom Retrofit Kit	\$2,181.00	20%	20.00%	5.00%	5.00%	
41361	ROPS	\$6,454.00	20%	20.00%	5.00%	5.00%	
41601	Turf Heat Shield Kit	\$560.00	20%	20.00%	5.00%	5.00%	
41602	Drift Reduction Boom Shroud Kit	\$461.00	20%	20.00%	5.00%	5.00%	
41603	Road Light/Homologation Kit	\$2,453.00	20%	20.00%	5.00%	5.00%	
41604	Pro Control XP	\$989.00	20%	20.00%	5.00%	5.00%	
41605	Hand Spray Gun Kit	\$3,109.00	20%	20.00%	5.00%	5.00%	
41612	Clean Load Eductor Kit	\$1,217.00	20%	20.00%	5.00%	5.00%	
41614	30 Gallon Fresh Water Rinse Kit	\$2,641.00	20%	20.00%	5.00%	5.00%	
41621	Pivoting Hose Reel	\$1,604.00	20%	20.00%	5.00%	5.00%	
41622	Chemical Pre-Mix Kit - MP5800 (KZ Valve)	\$3,097.00	20%	20.00%	5.00%	5.00%	
41624	RTK Modem Kit - CDMA	\$3,774.00	20%	20.00%	5.00%	5.00%	
41625	RTK Modem Kit - GSM	\$9,707.00	20%	20.00%	5.00%	5.00%	
41626	Reference Antenna Kit	\$9,707.00	20%	20.00%	5.00%	5.00%	
		\$17,857.00	20%	20.00%	5.00%	5.00%	

Authorized Signature: _____
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Date: _____

Commercial Products Price List
Effective November 1, 2015
File Generated on November 02, 2015

Model Number	Description	Suggested Retail
Traction Unit		
30344	Groundsmaster 3280-D 2WD	\$18,643.00
	Accessory Guide - Printable	Not Available
	Technical Specifications - Printable	Not Available
Cutting Decks		
31336	72" Side Discharge deck with 4 castor wheels	\$5,700.00
108-1961	High Blade Tip Speed Conversion Kit	\$233.84
93-5974	8" Foam Filled Caster Wheel	\$169.98
108-5273	Leaf Mulching Kit	\$1,051.08
110-0621-03	Medium Flow Blade	\$27.80
110-0624-03	Atomic Mulching Blade	\$27.05
30347	72" Side Discharge Recycler Kit	\$309.00
126-0854	Bumper Skid (White)	\$149.99
30368	72" Side Discharge - Obsolete when inventory exhausted	\$5,158.00
108-1961	High Blade Tip Speed Conversion Kit	\$233.84
93-5974	8" Foam Filled Caster Wheel	\$169.98
108-5273	Leaf Mulching Kit	\$1,051.08
110-0621-03	Medium Flow Blade	\$27.80
110-0624-03	Atomic Mulching Blade	\$27.05
30347	72" Side Discharge Recycler Kit	\$309.00
31335	72" Guardian Recycler deck with 4 castor wheels	\$6,321.00
108-1958-03	Standard Blade	\$29.06
93-5974	8" Foam Filled Caster Wheel	\$169.98
30346	Fine Cut Guardian Recycler Completion Kit (Includes baffles and blades)	\$549.00
126-0854	Bumper Skid (White)	\$149.99
30404	72" Base Deck	\$5,617.00
108-1958-03	Standard Blade	\$29.06
93-5974	8" Foam Filled Caster Wheel	\$169.98
Deck Completion Kits		
30303	72" Rear Discharge Completion Kit	\$490.00
30304	72" Guardian Recycler Completion Kit	\$406.00
30346	Fine Cut Guardian Recycler Completion Kit (Includes baffles and blades)	\$549.00
30366	60" Side Discharge Deck	\$4,740.00
108-1960	High Blade Tip Speed Conversion Kit	\$262.74
108-5272	Leaf Mulching Kit	\$1,051.08
93-5974	8" Foam Filled Caster Wheel	\$169.98
110-4701	Medium Flow Blade	\$27.42
110-4702-03	High Flow Blade	\$25.92
110-4703-03	Atomic Mulching Blade	\$25.92
30357	60" Blower Kit for Use with Collection System	\$2,137.00
30348	Guardian Recycler Kit	\$314.00
30356	15 cu. Ft. Hopper	\$5,229.00
30403	62" Base Deck	\$5,219.00
92-5608-03	Standard Blade	\$28.28
107-0214-03	Atomic Mulching Blade	\$29.04
93-5974	8" Foam Filled Caster Wheel	\$169.98
108-5127-03	Combination Blade (Guardian Recycler only)	\$23.50
Deck Completion Kits		
30305	62" Rear Discharge Completion Kit	\$500.00
30306	62" Guardian Recycler Completion Kit	\$401.00
30555	52" Side Discharge Deck	\$3,697.00
30502	52" Blower Kit	\$2,027.00
27-1050	Phenolic Wheel Assembly	\$88.98
27-0990-03	Standard Blade	\$12.25
104-1301	52" Atomic Mulching Blade	\$19.95
44-5480	52" High Lift Blade (Recom. w/30356)	\$12.25
56-2390-03	52" Extra High Life Blade	\$18.25
59225	Recycler Kit	\$247.99
30356	15 cu. Ft. Hopper	\$5,229.00
Rear Weight Requirements		
24-5790-01	Rear Weight (1-35 lb. weight)	\$195.39
325-8	Screw	\$3.11
3253-7	Washer Lock	\$0.59
77-6700	Wheel Weight Kit (75 lb.)	\$103.77
24-5780	Rear Weight Kit (2-35 lb. weight)	\$433.55
92-9670	Weight Bracket Kit	\$85.38
108-9682	Rear Weight Kit (65 lb. weight)	\$467.78

Commercial Products Price List
Effective November 1, 2015
File Generated on November 02, 2015

Model Number	Description	Suggested Retail
Traction Unit		
30608	Groundsmaster 4100-D (Tier 4 Final Compliant) (30608 / 30608A)	\$76,771.00
	Technical Specs for T4i & T4 Final Models- Printable	Not Available
Optional Accessories		
30349	Universal Sunshade (White)	\$669.00
30552	Universal Sunshade (Red)	\$823.00
30419	Leaf Mulching Kit	\$1,584.00
30407	4WD Hydraulic Flow Divider Kit	\$1,124.00
Other Accessories		
108-1451	Atomic Mulching Blades -124" Rear Discharge Deck (7 Pack)	\$166.18
93-5974	Foam Filled 8" Caster Wheel	\$169.98
110-6140	Flat Sail Blades 7 Pack	\$174.36
30414	North American Road Light Kit	\$927.00
30408	800 Hour Maintenance Kit	\$334.53
126-0854	Bumper Skid (White)	\$149.99
30661	Beacon Kit	\$354.00
120-5179	Seat Cover Large Red - Obsolete	\$40.15
131-6691	Seat Cover Large Grey (Estimated availability Sept 2015)	\$40.15
Service Decks		
30451	Replacement Cutting Unit	\$15,476.00
myTurf Wireless System		
115-4754	myTurf Wireless Hour Meter Assembly	\$114.24
115-9542	myTurf Base Station Kit	\$588.34
115-9543	myTurf Repeater Kit	\$330.00
115-9524	External Antenna Kit	\$315.18
NOTE: All configuration rules are built into the tool and will be applied when configuring the product		

Model Number	Description	Suggested Retail
Traction Unit		
30609	Groundsmaster 4000-D (Tier 4 Final Compliant) (30609 / 30609A)	\$76,897.00
	Technical Specs for Tier 4i & Tier 4 Final Models- Printable	Not Available
Optional Accessories		
30349	Universal Sunshade (White)	\$669.00
30552	Universal Sunshade (Red)	\$823.00
30420	Guardian Recycler Conversion Kit	\$1,463.00
30422	Leaf Mulching Kit	\$1,463.00
106-4278-03	Bumper Assembly	\$752.83
Other Accessories		
108-1450	Atomic Mulching Blades 7 Pack	\$193.12
93-5974	Foam Filled 8" Caster Wheel	\$169.98
106-4278-03	Bumper Assembly	\$752.83
117-2722	MVP Standard Blades 7 Pack	\$188.06
110-6130	Flat Sail Bladed (7 pack)	\$173.96
30414	North American Road Light Kit	\$927.00
30408	800 Hour Maintenance Kit	\$334.53
126-0854	Bumper Skid (White)	\$149.99
30661	Beacon Kit	\$354.00
120-5179	Seat Cover Large Red - Obsolete	\$40.15
131-6691	Seat Cover Large Grey (Estimated availability Sept 2015)	\$40.15
31232	Removable "HEAT ONLY" Cab	\$11,814.00
Service Decks		
30476	Right Cutting Unit-GM4000	\$4,179.00
30477	Service Deck - Left	\$4,179.00
30479	Center Deck GM4000 T4 Final Model	\$5,099.00
myTurf Wireless System		
115-4754	myTurf Wireless Hour Meter Assembly	\$114.24
115-9542	myTurf Base Station Kit	\$588.34
115-9543	myTurf Repeater Kit	\$330.00
115-9524	External Antenna Kit	\$315.18
NOTE: All configuration rules are built into the tool and will be applied when configuring the product		

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 14.097

Agenda No. 10.Y

Approved: FEB 11 2014

TITLE:

**RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO
EXECUTE A COOPERATIVE PRICING AGREEMENT WITH THE
MIDDLESEX REGIONAL EDUCATIONAL SERVICES COMMISSION**



COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, N.J.S.A. 40A:11-10 et seq. authorizes a municipality to enter into a Cooperative Pricing Agreement with another public entity; and

WHEREAS, the City of Jersey City (City) desires to participate in a cooperative pricing system for the purchase of good and services; and

WHEREAS, certain economies can be achieved when public entities purchase goods and services together under a cooperative pricing agreement; and

WHEREAS, the Middlesex Regional Educational Services Commission is the lead agency under a Cooperative Pricing Agreement approved by the Division of Local Government Services (Division); and

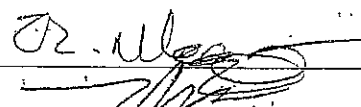
WHEREAS, pursuant to N.J.A.C. 5:34-7.6, the City of Jersey City (City) may apply for membership in an approved Cooperative Purchasing System and Middlesex Regional Educational Services Commission is authorized to apply to the Director of the Division for approval on behalf of a proposed new member; and

WHEREAS, if the Division approves the City's membership application, the City will be able to purchase certain goods and services that Middlesex Regional Educational Services Commission has publicly bid for; and

WHEREAS, the City desires to become a member of the Cooperative Purchasing System for Which Middlesex Regional Educational Services Commission is the lead agency.

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto to participate in the Cooperative Pricing System offered by the Middlesex Regional Educational Services Commission.

APPROVED: 

APPROVED AS TO LEGAL FORM

APPROVED: 

Corporation Counsel

Certification Required ☐

Not Required ☐

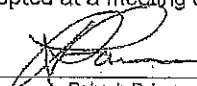
APPROVED 9-0

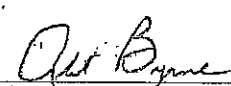
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.11.14											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

**MEMBERS OF THE NJ STATE APPROVED
ESCNJ COOPERATIVE PRICING SYSTEM # 65MCESCCPS**

Hudson cont'd		
Ethical Community Charter School	Hoboken Housing Authority	Town of Secaucus
Elysian Charter School	City of Jersey City	Township of North Bergen
Glassboro BOE	Jersey City Community Charter	Union City BOE
	Jersey City Housing Authority	Weehawken BOE
County of Gloucester	Jersey City Public Schools	Township of Weehawkin
Golden Door Charter School	Jersey City Redevelopment Agency	West New York BOE
Guttenberg BOE	Town of Kearny	Town of West New York
Harrison Township of BOE	Kearny BOE	West New York Parking Authority
City of Hoboken	Learning Community Charter	
Hunterdon		
Hoboken BOE	Franklin Township BOE	Lebanon Township BOE
Alexandria BOE	Frenchtown BOE	Milford BOE
Township of Bethlehem	Hampton Borough BOE	Milford Borough of
Bethlehem Township BOE	High Bridge BOE	No. Hunterdon-Voorhees Reg. HS Dist.
Bloomsbury BOE	Borough of High Bridge	Township of Raritan
Califon BOE	Township of Holland	Township of Readington
Clinton Township BOE	Holland Township BOE	Readington Township BOE
Town of Clinton-Glen Gardner BOE	Hunterdon Central Regional HS	South Hunterdon Reg'l. HS BOE
Delaware Township School District	County of Hunterdon	Tewksbury BOE
Delaware Valley Regl. HS BOE	Hunterdon County ESC	Township of Tewksbury
Township of Delaware	Hunterdon County Vocational School/Polytech	Union Twp BOE
East Amwell BOE	Kingwood Township BOE	Township of Union
Township of East Amwell	Borough of Lebanon BOE	West Amwell Township SD
Flemington-Raritan SD	Township of Lebanon	
National Park School District	Township of Kingwood	
Mercer		
Area-Voc. Tech School of Mercer County	Hopewell Township	Township of Robbinsville
Cambridge School	Incarnation St. James Catholic School	Robbinsville BOE (Washington)
Children's Day School	International Academy of Trenton Charter	St. Ann School
College of New Jersey	Township of Lawrence	St. Gregory the Great Academy
East Windsor Township,	Lawrence Twp. Public School	Thomas Edison State College
East Windsor Municipal Utilities Auth	Mercer County Community College	City of Trenton
East Windsor Regional School District	Mercer County Parks Commission	Trenton Catholic Academy
Ewing BOE	Mercer County Special Services	Trenton Public Schools
Foundation Academy	Notre Dame High School	Village Charter School
Hamilton Twp. BOE	Borough of Pennington	West Windsor-Plainsboro Reg. Dist.
Township of Hamilton	Pennington Public Library	Township of West Windsor
Hopewell Valley Reg. S D.	Princeton Charter School	
Township of Hopewell Fire District 1	Princeton New Jersey	
Middlesex		
Academy of Urban Leadership	Middlesex County	Piscataway BOE
Assumption Catholic School	Middlesex County College	Piscataway, City of
Carteret BOE	Middlesex County Improvement Authority	Township of Plainsboro
Carteret Borough	Middlesex Co. Mosquito Extermin. Comm.	Puerto Rican Action Board

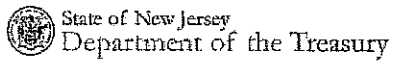
As of 6/29/17

Bid #: MRESC 15/16-08 Grounds Equipment	
Vendor	North Jersey Bobcat, Inc.
Representative	Vincent Ryan
Address	201 Maltese Drive, Totowa, NJ 07512
Telephone #	973-774-9500
Fax #	973-774-9503
Email	vryan@njbobcat.com
Website	www.njbobcat.com

Bid #: MRESC 15/16-08 Grounds Equipment	
Vendor	Power Place, Inc.
Representative	Peter Kitchin
Address	297 Route 22 East, Whitehouse NJ 08889
Telephone #	908-534-2837, Ext. 307
Fax #	908-534-5845
Email	pete@powerplaceinc.com
Website	www.powerplaceinc.com

Bid #: MRESC 15/16-08 Grounds Equipment	
Vendor	Storr Tractor
Representative	Ken Indyk
Address	3191 U.S. Highway 22, Branchburg, NJ 08876
Telephone #	908-722-9830; Ext. 145
Fax #	908-722-9847
Email	kindyk@storrtractor.com
Website	www.storrtractor.com

Bid #: MRESC 15/16-08 Grounds Equipment	
--	--



Consolidated Debarment Search Results



There were no matches where

Firm or Individual = 'stor'

Category = 'Vendor'



Use the Back button to return to the search screen and try again.

[NJ Home Page](#) [Treasury Home Page](#) [Debarment Home Page](#)



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: STORR TRACTOR CO.
Trade Name:
Address: 3191 RT 22 EAST
BRANCHBURG, NJ 08876-3429
Certificate Number: 0099976
Effective Date: June 28, 1956
Date of Issuance: August 01, 2017

For Office Use Only:
20170801122316989

STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Storr Tractor Company

Organization Address: 3191 US Highway 22, Branchburg, NJ 08876

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
☒ Other (be specific): Subchapter S Corporation

Part II

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Mary Lou DesChamps: 100% Shareholder	6 Deerfield Trail, Branchburg, NJ 08876

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge; that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Paul Strani	Title:	President
Signature:		Date:	7/31/2017

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Storr Tractor Company		
Address:	3191 US Highway 22		
City:	Branchburg	State: NJ	Zip: 08876

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Paul Strani
Printed Name

President
Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Storr Tractor Company (name of business entity) has not made any reportable contributions in the **one-year period preceding 7/31/2017 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Storr Tractor Company (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Storr Tractor Company

Signed [Signature] Title: President

Print Name: Paul Strani Date: 7/31/2017

Subscribed and sworn before me
this 31st day of July, 2017

My Commission expires:

[Signature]

KENNETH H. INDYK

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires Jan. 12, 2019

[Signature]
(Affiant)
Paul Strani, President

(Print name & title of affiant) (Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Paul Strani, President

Representative's Signature: 

Name of Company: Storr Tractor Company

Tel. No.: 908.722.9830

Date: 7/31/2017

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the President of Storr Tractor Company (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title (Print): Paul Strani, President

Representative's Signature: 

Name of Company: Storr Tractor Company

TEL No.: 908.722.9830

Date: 7/31/2017

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : Storr Tractor Company
Address : 3191 US Highway 22, Branchburg, NJ 08876
Telephone No. : 908.722.9830
Contact Name : Paul Strani, President

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race,

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Storr Tractor Company
Address: 3191 US Highway 22; Branchburg, NJ 08876
Telephone No. : 908.722.9830
Contact Name: Paul Strani, President

Please check applicable category:

<input type="checkbox"/> Minority Owned Business (MBE)	<input type="checkbox"/> Minority & Woman Owned Business (MWBE)
<input type="checkbox"/> Woman Owned business (WBE)	<input checked="" type="checkbox"/> Neither

Definitions

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DIVISION OF PURCHASING COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: Storr Tractor Company

Address: 3191 US Highway 22; Branchburg, NJ 08876

Telephone No. : 908.722.9830

Contact Name: Paul Strani, President

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

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Woman Business Enterprise

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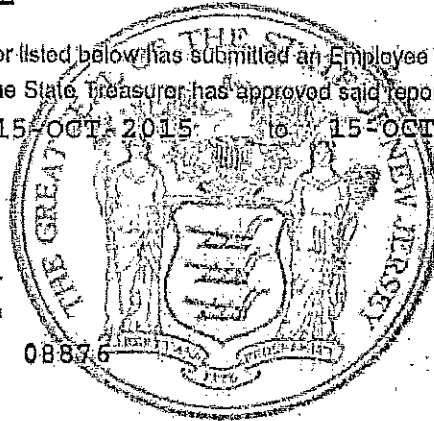
DIVISION OF PURCHASING COPY

Certification 4399

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-OCT-2015 to 15-OCT-2018

STORR TRACTOR COMPANY
3191 US ROUTE 22 EAST
SOMERVILLE NJ 08876



Robert A. Romano

Robert A. Romano,
Acting State Treasurer

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-757

Agenda No. 10.Z.37

Approved: SEP 13 2017

TITLE:



RESOLUTION AUTHORIZING A POLICE SERVICES AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE PGA TOUR INC. FOR POLICE SERVICES AT THE LIBERTY NATIONAL GOLF CLUB IN CONNECTION WITH THE PRESIDENT'S CUP GOLF TOURNAMENT

WHEREAS, the PGA Tour, Inc. (PGA) is a private corporation that is the organizer of professional golf tournaments that are played in the United States and in North America; and

WHEREAS, the PGA is sponsoring a four (4) day professional golf tournament known as the President's Cup that will be held at the Liberty National Golf Club located at 100 Caven Point Road, Jersey City; and

WHEREAS, the President's Cup will be held on September 28, 2017 through October 1, 2017; and

WHEREAS, members of the public may purchase tickets to attend the President's Cup; and

WHEREAS, President Donald J. Trump and former Presidents of the United States are expected to attend the President's Cup at various times throughout the event; and

WHEREAS, in order to enhance the safety and security of members of the public, the professional golfers, and the current and former Presidents who will be attending the President's Cup, the PGA requires the assistance of the Jersey City Police Department ("JCPD"); and

WHEREAS, the PGA requests that the City provide the services of on-duty police officers from specialized units of the JCPD to provide non-uniformed personnel to provide law enforcement services; and

WHEREAS, the PGA requested that on-duty JCPD officers be utilized at Liberty National Golf Club because of the unique level of complex security requirements related to the professional golfers and the dignitaries who will be attending the President's Cup; and

WHEREAS, the PGA and the City desire to enter into a Police Services Agreement for the City to provide the PGA with on-duty JCPD officers for specific on-course assignments and with off-duty JCPD officers for traffic and other related law enforcement/security services to be provided off-course; and

WHEREAS, the term of this Police Services Agreement is seven (7) days effective from 12:01 a.m. on Monday, September 25, through 11:59 p.m. on Sunday, October 1, 2017; and

WHEREAS, the PGA agrees to pay the City the hourly cost of on-duty police officers based on the rates identified in the respective collective bargaining agreements of the Police Superior Officer's Association and the Police Officer's Benevolent Association with the understanding that the total contract amount for on-duty police services shall not exceed \$399,535.00; and

WHEREAS, the PGA agrees to pay the City the hourly cost of off-duty police officers based on the rates identified in Jersey City Ordinance §3-85.1 governing police off-duty-employment with the understanding that the total contract amount for off-duty police services shall not exceed \$290,867.00.

City Clerk File No. Res. 17-757Agenda No. 10.7.37 SEP 13 2017

TITLE:

RESOLUTION AUTHORIZING A POLICE SERVICES AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE PGA TOUR INC. FOR POLICE SERVICES AT THE LIBERTY NATIONAL GOLF CLUB IN CONNECTION WITH THE PRESIDENT'S CUP GOLF TOURNAMENT

NOW, THEREFORE, BE IT resolved by the Municipal Council of the City of Jersey City that:

1) Subject to such modifications as deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Police Services Agreement attached hereto with the PGA for providing the PGA with the services of on-duty JCPD police officers and off-duty JCPD police officers subject to the following minimum terms and conditions:

a. The term of the Police Services Agreement shall be effective 12:01 a.m. on Monday, September 25, 2017 and shall end on 11:59 p.m. on Sunday, October 1, 2017;

b. The PGA shall pay on-duty police officers at a rate of \$93.87 per hour/per officer for a total contract amount not to exceed \$399,535.00; and

c. The PGA shall pay off-duty police officers at a rate of \$97.50 per hour/per officer for a total contract amount not to exceed \$290,868.00.

RR
9-6-17

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Joanne Monahan
for Corporation Counsel

Certification Required ☐

Not Required

☒ APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A POLICE SERVICES AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND THE PGA TOUR INC. FOR POLICE SERVICES AT THE LIBERTY NATIONAL GOLF CLUB IN CONNECTION WITH THE PRESIDENT'S CUP GOLF TOURNAMENT

Project Manager

Department/Division	Public Safety	Police
Name/Title	James Shea	Director
Phone/email	547-4239	JShea@NJJCPS.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The PGA Tour, Inc. (PGA) is a private corporation that is sponsoring a 4 day professional golf tournament known as the President's Cup that will be held at the Liberty National Golf Club in Jersey City on 9-28-17 thru 10-1-17. For the safety and security of members of the public, the professional golfers, and the current and former Presidents who will be attending the President's Cup, the PGA requires the assistance of the Jersey City Police Department ("JCPD"). The PGA requested that on-duty JCPD personnel be utilized at Liberty National Golf Course because of the unique level of complex security requirements related to the players and the dignitaries who will be attending the President's Cup. The PGA and the City desire to enter into a Police Services Agreement for the City to provide the PGA with on-duty JCPD officers for specific on-course assignments and off-duty JCPD officers for traffic and crowd control services to be provided off-course. For these services, the PGA will pay the City a total contract amount not to exceed \$690,402.

Cost (Identify all sources and amounts)

Not Applicable

Contract term (include all proposed renewals)

7 days effective Sept. 25 thru Oct. 1, 2017

Type of award

Not Applicable

If "Other Exception", enter type**Additional Information**

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

**POLICE SERVICES AGREEMENT BETWEEN THE CITY OF
JERSEY CITY AND THE PGA TOUR INC. FOR POLICE
SERVICES AT THE LIBERTY NATIONAL GOLF CLUB IN
CONNECTION WITH THE PRESIDENT'S CUP GOLF
TOURNAMENT**

This Agreement made the ____ day of September, 2017 between the **CITY OF JERSEY CITY** (hereinafter referred to as the "City"), a Municipal Corporation of the State of New Jersey, with offices at City Hall, 280 Grove Street, Jersey City, New Jersey 07302, and the **PGA TOUR, INC.**, (hereinafter referred to as the "PGA"), a private corporation with offices at 100 PGA Tour Boulevard, Ponte Vedra Beach, Florida 32082.

RECITALS

WHEREAS, the PGA Tour, Inc. (PGA) is a private corporation that is the organizer of professional golf tournaments that are played in the United States and in North America; and

WHEREAS, the PGA is sponsoring a four (4) day professional golf tournament known as the President's Cup that will be held at the Liberty National Golf Club located at 100 Caven Point Road, Jersey City; and

WHEREAS, the President's Cup will be held on September 28, 2017 through October 1, 2017; and

WHEREAS, members of the public may purchase tickets to attend the President's Cup; and

WHEREAS, President Donald J. Trump and former Presidents of the United States are expected to attend the President's Cup at various times throughout the event; and

WHEREAS, in order to enhance the safety and security of members of the public, the professional golfers, and the current and former Presidents who will be attending the President's Cup, the PGA requires the assistance of the Jersey City Police Department ("JCPD"); and

WHEREAS, the PGA requests that the City provide the services of on-duty police officers from specialized units of the JCPD to provide non-uniformed personnel to provide law enforcement services; and

WHEREAS, the PGA requested that on-duty JCPD personnel be utilized at Liberty National Gold Course because of the unique level of complex security requirements

related to the players and the dignitaries who will be attending the President's Cup; and

WHEREAS, the PGA and the City desire to enter into a Police Services Agreement for the City to provide the PGA with on-duty JCPD officers for specific on-course assignments and off-duty JCPD officers for traffic and other related law enforcement/security services to be provided off-course; and

WHEREAS, the term of this Police Services Agreement is seven (7) days effective from 12:01 a.m. on Monday, September 25, through 11:59 p.m. on Sunday, October 1, 2017; and

WHEREAS, the PGA agrees to pay the City the hourly cost of on-duty police officers based on the rates identified in the respective collective bargaining agreements of the Police Superior Officer's Association and the Police Officer's Benevolent Association with the understanding that the total contract amount for on-duty police services shall not exceed \$399,535.00; and

WHEREAS, the PGA agrees to pay the City the hourly cost of off-duty police officers based on the rates identified in Jersey City Ordinance §3-85.1 governing police off-duty employment with the understanding that the total contract amount for off-duty police services shall not exceed \$290,867.00.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants, agreements, terms and conditions herein set forth, and of the undertakings of each party to the other, the parties hereto each binding itself, its successors and assigns, do mutually covenant, promise and agree as follows:

Article 1 **Purpose of Agreement**

The purpose of this Agreement is for the City to provide the PGA with the services of on-duty JCPD officers for specific on-course assignments and off-duty JCPD officers for traffic and other related law enforcement/security services to be provided off-course

Article 2 **Scope of Services**

1. On-duty police officers will provide on-course protection services for dignitaries and professional golfers as determined by security assessments made by the PGA during the golf tournament.

2. Off-duty police officers will provide off-course traffic and crowd control services.

Article 3

Term of Agreement

The term of this Agreement is seven (7) days effective from 12:01 a.m. on Monday, September 25, through 11:59 p.m. on Sunday, October 1, 2017.

Article 4

Compensation and Payment

1. As compensation for providing these services, the PGA agrees to pay the City the hourly cost per on-duty police officer at a rate of \$93.87 per officer for a total contract amount not to exceed \$399,535.00.
2. As compensation for providing these services, the PGA agrees to pay the City the hourly cost per off-duty police officer at a rate of \$97.50 per officer for a total contract amount not to exceed \$290,868.
3. The PGA agrees to pay the City for services to be rendered under this Agreement and requires the City to keep time records and submit a bill to the PGA within ten (10) calendar days after the termination of this Agreement.

Article 5

Contractual Relationship

1. In performing the services under this Agreement, the City shall operate and have the status of an independent contractor and shall not act as an agent or employee of the PGA. As an independent contractor, the City shall be solely responsible for determining the means and methods of performing the services described in the Scope of Services.
2. The City shall perform the services to be furnished under this Agreement with the degree of skill and care that is required by customarily accepted competent professional police practices to assure that all services are adequate and appropriate for the purposes intended.

Article 6
Arbitration

If any disputes or claims arising out of this Agreement or breach thereof cannot be resolved by the parties, then they shall be decided upon by a mutually agreed upon single arbitrator appointed in accordance with the rules of the American Arbitration Association. The Arbitrator shall be bound by the terms of this Agreement and shall issue a written opinion explaining the reasons for his award. The Arbitrator's decision shall not be subject to appeal. The Arbitrator's fee and/or expenses shall be shared equally by the parties.

Article 7
Assignment

Neither party to this Agreement shall make an assignment or transfer of this Agreement or assign or transfer any part of the work under this Agreement without the written consent of the other party. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives and assigns.

Article 8
Choice of Law

This Agreement shall be deemed to have been made, executed and delivered in the State of New Jersey. The terms and conditions of this Agreement shall be construed in accordance with the laws of the State of New Jersey.

Article 9
Modification

The parties hereto reserve the right subject to mutual assent to modify the terms and conditions as herein contained, as necessary and as evidenced by a written formally executed Addendum to the Agreement.

Article 10
Entire Agreement

This Agreement constitutes the entire Agreement between the City and the PGA. It supersedes all prior or contemporaneous communications, representations of Agreement whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements or agreements other than herein expressed. No Agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

Article 11
Counter-Parts

This Agreement shall be executed in two (2) counter-parts, each of which shall be deemed to be an original and such counter-parts shall constitute one and the same document.

Article 12
Paragraph Headings

The paragraph headings in this Agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

Article 13
Severability

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, such determination shall not affect or impair any other provision of this Agreement.

Article 14
Indulgences

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power, or privilege (collectively "rights") under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise of the same or of any other right, or, with respect to any occurrence, be construed as a waiver of such right with respect to any other occurrence.

Article 15
Notice

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to be duly given if delivered to:

**City of Jersey City
Office of the Business Administrator
City Hall-280 Grove Street
Jersey City, New Jersey 07302**

**PGA Tour Inc.
Patrick Hurley
100 PGA Tour Blvd.
Ponte Verde Beach, Fl. 32082**

Article 16
Indemnification

- a. The City agrees to protect, defend, indemnify and hold harmless PGA and its respective officers and employees from and against any and all claims, demands, causes of action, damages and judgments which may be imposed upon, incurred or brought against PGA as a result the PGA's participation in this Agreement, except that such indemnity shall not apply to the extent that a claim, demand, cause of action, damage or judgment arises out of negligent or wrongful acts or omissions of the PGA. The City's liability under this Agreement shall continue after its termination with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

- b. The PGA agrees to protect, defend, indemnify and hold harmless the City, and its officials and employees from and against any and all claims, demands, causes of action, damages and judgments which may be imposed upon, incurred or brought against the City as a result of any negligent acts or omissions of the PGA or its officers and employees committed in connection with this Agreement. Such indemnity shall not apply to the extent that a claim, demand, causes of action, damage or judgment arises out of negligent or wrongful acts or omissions of City. The PGA's liability under this Agreement shall continue after its termination with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers.

ATTEST:

CITY OF JERSEY CITY

Robert Byrne
City Clerk

Robert J. Kakoleski
Business Administrator

Dated: _____

Dated: _____

WITNESS:

PGA TOUR, INC.

Dated: _____

Dated: _____

RR
9-6-17

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-758

Agenda No. 10.2.38

Approved: SEP 13 2017

TITLE:

RESOLUTION AUTHORIZING THE RENEWAL OF AN EXTRAORDINARY UNSPECIFIABLE SERVICES AGREEMENT WITH CLAIMS RESOLUTION CORPORATION, INC. TO ACT AS A THIRD PARTY ADMINISTRATOR FOR WORKER'S COMPENSATION AND LIABILITY CLAIMS FOR THE CITY OF JERSEY CITY



WHEREAS, the City of Jersey City (City) must provide claims administration services in response to worker's compensation and liability claims; and

WHEREAS, these services are insurance services and the City may enter into a contract for insurance services as Extraordinary Unspecifiable Services (EUS) pursuant to N.J.S.A. 40A:11-5(1)(m); and

WHEREAS, contracts with insurance companies are not subject to the State Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, in July 2016 the City publicly advertised a Request for Proposals (RFP) using the fair and open process as described under the State Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, on July 28, 2016, the City received two (2) proposals in response to the RFP; and

WHEREAS, the Jersey City Insurance Fund Commission (IFC) recommended the award of a contract to Claims Resolution Corporation, Inc. (CRC), 701 Somerset Lane, Galloway, NJ whom they unanimously agreed submitted the most beneficial proposal for these services; and

WHEREAS, CRC agreed to provide these services for a fee of one hundred ninety-three thousand five hundred dollars (\$193,500.00) for third party administration of worker's compensation and liability claims; and

WHEREAS, the term of the contract was one (1) year effective as of September 1, 2016, and the RFP provided the City with options to renew the contract for up to two (2) additional one (1) year terms;

WHEREAS, on July 25, 2017 the IFC unanimously agreed to exercise the first renewal option; and

WHEREAS, as per the agreement the current contract cost is to be calculated using the Bureau of Economic Analysis Implicit Price Deflator for State and Local Government Purchase of Goods and Service (Index Rate) as published by the U.S. Department of Commerce to determine the cost of the first renewal option; and

WHEREAS, on August 7, 2017 the Index Rate is 2.5% and the first renewal option price is \$193,500.00 x 2.5% or an increase of \$4,837.50 for a renewal contract price of \$198,337.50; and

WHEREAS, CRC shall provide these services for a fee of one hundred ninety-eight thousand three hundred and thirty-seven dollars and fifty cents (\$198,337.50) in twelve (12) equal monthly installments of sixteen thousand five hundred twenty-eight dollars and twelve cents (\$16,528.12) for third party administration of worker's compensation and liability claims; and

WHEREAS, the resolution authorizing the award and the contract itself must be available for public inspection; and

City Clerk File No. Res. 17-758
 Agenda No. 10-Z.38 SEP 13 2017

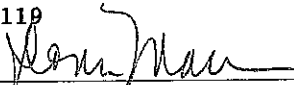
TITLE:

WHEREAS, funds in the amount of \$198,337.50 are available for the cost of these services in Account Number: 17-01-201-23-210-312.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. Subject to such modifications as may be deemed necessary and appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached contract with Claims Resolution Corporation, Inc. to provide claims administration services;
2. The term of the contract is one year contract effective as of September 1, 2017, and the total amount of the contract shall not exceed \$198,337.50 with a City option to renew for one (1) additional one (1) year term;
3. This contract award shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.;
4. Notice of this contract award shall be published in a newspaper of general circulation in Jersey City within ten (10) days of the award;
5. The resolution authorizing the award of this contract and the contract itself shall be available for public inspection.

I, hereby certify that funds in the amount of \$198,337.50 are available in Account Number: 17-01-201-23-210-312. P.O. #126119


 Donna Mauer, CFO

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☒Not Required ☐


APPROVED 9-0

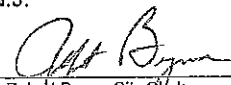
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE RENEWAL OF AN EXTRAORDINARY UNSPECIFIABLE SERVICES AGREEMENT WITH CLAIMS RESOLUTION CORPORATION, INC. TO ACT AS A THIRD PARTY ADMINISTRATOR FOR WORKER'S COMPENSATION AND LIABILITY CLAIMS FOR THE CITY OF JERSEY CITY

Project Manager

Department/Division	ADMINISTRATION	OFFICE OF RISK MANAGEMENT
Name/Title	MATT HOGAN	RISK MANAGER
Phone/email	201-547-5034	MATTHEW@JCNJ.ORG

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

THIRD PARTY CLAIMS ADMINISTRATION OF ALL CLAIMS AGAINST THE CITY INCLUDING WORKER'S COMPENSATION AND ALL LIABILITY CLAIMS.

Cost (Identify all sources and amounts)

\$198,337.50
INSURANCE ALL DEPARTMENTS
17-01-201-23-210-312

Contract term (include all proposed renewals)

ONE (1) YEAR EFFECTIVE SEPTEMBER 1, 2017 WITH
CITY OPTION FOR ONE (1) ADDITIONAL YEAR.

Type of award FAIR AND OPEN

If "Other Exception", enter type EXTRAORDINARY AND UNSPECIFIABLE SERVICES

Additional Information

PURSUANT TO N.J.S.A. 40A:11-15, THE CITY HAS THE OPTION TO RENEW THE CONTRACT FOR UP TO TWO (2) ADDITIONAL ONE (1) YEAR TERMS. AT THE JULY 25, 2017 JERSEY CITY INSURANCE FUND COMMISSION (IFC) MEETING THE COMMISSIONERS UNANIMOUSLY AGREED TO EXERCISE THE FIRST OPTION YEAR.

THE RENEWAL CONTRACT PRICE IS BASED UPON THE PRICE OF THE ORIGINAL CONTRACT (\$193,500.00) AS CUMULATIVELY ADJUSTED PURSUANT TO ANY PREVIOUS ADJUSTMENT OR EXTENSION AND SHALL NOT EXCEED THE CHANGE IN THE INDEX RATE FOR THE TWELVE (12) MONTHS PRECEDING THE MOST RECENT QUARTERLY CALCULATION AVAILABLE AT THE TIME THAT THE CONTRACT IS RENEWED.

THE INDEX RATE MEANS THE RATE OF ANNUAL PERCENTAGE INCREASE, ROUNDED TO THE NEAREST HALF-PERCENT, IN THE IMPLICIT PRICE DEFLATOR FOR STATE AND LOCAL GOVERNMENT PURCHASE OF GOODS AND SERVICES, COMPUTED AND PUBLISHED QUARTERLY BY THE UNITED STATES DEPARTMENT OF COMMERCE, BUREAU OF ECONOMIC ANALYSIS -CURRENTLY 2.5%

I certify that all the facts presented herein are accurate.


Signature of Division Director

8/7/2017
Date

Signature of Department Director

Date

Bureau of Economic Analysis

Table 1.1.9. Implicit Price Deflators for Gross Domestic Product

[Index numbers, 2009=100] Seasonally adjusted

Last Revised on: July 28, 2017 - Next Release Date August 30, 2017

Line		2015	2015	2015	2015	2016	2016	2016	2016
		I	II	III	IV	I	II	III	IV
1	Gross domestic product	109,326	109,916	110,286	110,513	110,582	111,249	111,628	112,190
2	Personal consumption expenditures	108,944	109,407	109,759	109,804	109,981	110,550	111,029	111,577
3	Goods	102,791	103,054	102,914	102,031	101,161	101,216	101,066	101,390
4	Durable goods	90,935	90,734	90,275	89,801	89,520	88,892	88,106	87,399
5	Nondurable goods	108,806	109,350	109,409	108,284	107,061	107,543	107,798	108,783
6	Services	112,190	112,759	113,375	113,919	114,660	115,506	116,325	116,995
7	Gross private domestic investment	106,510	106,356	106,500	106,549	106,379	106,815	107,050	107,587
8	Fixed investment	107,067	106,999	107,248	107,274	107,232	107,631	107,953	108,382
9	Nonresidential	105,141	105,044	105,122	104,968	104,739	104,801	104,726	104,892
10	Structures	115,636	115,191	115,622	115,495	114,916	115,703	115,623	116,287
11	Equipment	100,015	99,839	99,637	99,559	99,575	99,549	99,763	99,651
12	Intellectual property products	105,474	105,756	106,035	105,739	105,350	105,085	104,594	104,848
13	Residential	115,175	115,217	116,159	116,911	117,609	119,299	121,155	122,593
14	Change in private inventories	---	---	---	---	---	---	---	---
15	Net exports of goods and services	---	---	---	---	---	---	---	---
16	Exports	107,650	107,371	106,238	104,647	103,263	104,228	104,809	105,512
17	Goods	105,508	104,945	103,308	101,185	98,511	99,794	100,392	100,871
18	Services	112,277	112,591	112,528	112,065	113,426	113,728	114,281	115,474
19	Imports	106,668	105,203	103,874	101,741	100,390	100,688	101,432	101,827
20	Goods	106,772	104,979	103,500	101,012	99,370	99,676	100,623	101,077
21	Services	106,622	106,686	106,045	105,548	105,544	105,806	105,631	105,760
22	Government consumption expenditures and gross investment	111,222	111,802	112,006	112,264	111,888	112,608	112,919	113,291
23	Federal	109,764	109,845	109,939	109,916	110,162	110,438	110,571	110,782
24	National defense	108,919	108,857	108,890	108,822	108,977	109,236	109,368	109,562
25	Nondefense	111,176	111,479	111,668	111,713	112,095	112,396	112,531	112,767
26	State and local	112,246	113,143	113,417	113,852	113,086	114,084	114,507	114,980
Addendum:									
27	Gross national product	109,423	110,012	110,383	110,610	110,673	111,340	111,721	112,284

Line		2017	2017
		I	II
1	Gross domestic product	112,746	113,027
2	Personal consumption expenditures	112,192	112,272
3	Goods	102,061	101,142
4	Durable goods	87,610	86,849
5	Nondurable goods	109,742	108,734
6	Services	117,579	118,204
7	Gross private domestic investment	107,999	108,596
8	Fixed investment	108,805	109,441
9	Nonresidential	105,291	105,764
10	Structures	117,175	118,282
11	Equipment	99,831	100,026
12	Intellectual property products	105,252	105,723
13	Residential	123,114	124,370
14	Change in private inventories	---	---
15	Net exports of goods and services	---	---
16	Exports	106,164	106,175
17	Goods	101,521	101,426
18	Services	116,130	116,375
19	Imports	103,372	103,119
20	Goods	102,896	102,441
21	Services	106,053	106,732
22	Government consumption expenditures and gross investment	114,625	115,094
23	Federal	112,266	112,737
24	National defense	110,883	111,251
25	Nondefense	114,493	115,117
26	State and local	116,222	116,691

Line		2017	2017
		I	II
Addendum:			
27	Gross national product	112.827	---

$$2017 Q2 = 116.691$$

$$2016 Q2 = 114.084$$

$$\left((116.691 \div 114.084) - 1 \right) \times 100 = 2.285\%$$

= 2.50% rounded to the
nearest half percent

Source: www.bengor.com Table

8/7/2017 date retrieved

Resolution of the City of Jersey City, N.J.

City Clerk File No. RES. 17-759

Agenda No. 10.Z.39

Approved: SEP 13 2017

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE HUDSON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES AND THE EXECUTION OF A GRANT AGREEMENT

COUNCIL AS A WHOLE, OFFERED AND MOVED ADDOPTION of
the

WHEREAS, the Hudson County Department of Health and Human services, has awarded the City of Jersey City ("City") a grant in the amount of \$213,903 for the period of July 1, 2017 through June 30, 2018 to provide substance abuse prevention and education programs as per the grant award letter attached hereto as **Exhibit A** (the "Grant"); and

WHEREAS, the City further recognized that it is incumbent upon not only public officials but upon the entire community to take action to prevent substance abuse in our community; and

WHEREAS, the Grant mandates 25% matching funds from the City which amounts to \$53,476; and

WHEREAS, 75% in-kind support will be provided by the Municipal Drug Alliance Sub-Grantees in the amount of \$160,427; and

WHEREAS, the City desires to meet its matching requirement and make a 25% monetary contribution in the amount of \$53,476, available in the Matching Funds for Grants Account; and

WHEREAS, the City desires to execute the grant agreement attached hereto as **Exhibit B**, which may be renewed and/or extended on a yearly basis, contingent on funding from the County of Hudson Department of Health and Human Services.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

City Clerk File No. RES. 17-759Agenda No. 10.2.39. SEP 13 2017

TITLE:

**RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY
AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE HUDSON COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES AND THE EXECUTION OF A
GRANT AGREEMENT**

1. The Mayor or Business Administrator is authorized to execute the agreement attached hereto with the Hudson County Department of Human Services for funding and to accept the grant award for the Municipal Drug Alliance Grant for fiscal year 2018 in the amount of \$213,903.
2. The City will provide the match funds in the amount of \$53,476.
3. The Mayor and Business Administrator acknowledge the terms and conditions for administering the Municipal Drug Alliance grant, including the administrative compliance and audit.
4. The Office of Management and Budget is hereby authorized to establish an account for these funds.

BD

09/08/17

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐


APPROVED 9-0

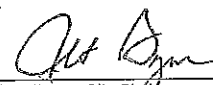
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


 Rolando R. Lavarro, Jr., President of Council


 Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE HUDSON COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES AND THE EXECUTION OF A GRANT AGREEMENT

Initiator

Department/Division	Health and Human Services	Healthy Homes
Name/Title	Stacey Flanagan	Director
Phone/email	201-547-6800	sflanagan@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Jersey City Health and Human Services wishes to accept a grant, which aims to provide substance abuse prevention and education programs. Matching funds of 25% will be in matching funds from the City of Jersey City.

Cost (identify all sources and amounts)

total contract amount of \$213,903;

Contract term (include all proposed renewals)

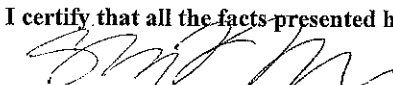
July 1, 2017 – June 30, 2018

Type of award

If "Other Exception, enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

9/8/17
Date



**COUNTY OF HUDSON
DEPARTMENT OF HEALTH & HUMAN SERVICES**

830 Bergen Avenue 4B
Jersey City, NJ 07306
Phone: (201) 369-5280
Fax: (201) 369-5281

THOMAS A. DEGISE
County Executive

DARICE TOON
Director

NICOLE HARRISON-GARCIA
Deputy Director

August 30, 2017

The Honorable Steven M. Fulop
City of Jersey City
280 Grove St.
Jersey City, NJ 07302

Dear Mayor Fulop,

Please be advised that the Hudson County Board of Chosen Freeholders, at its meeting on June 22, 2017, approved your Municipal Alliance allocation as noted below.

Program	DEDR Funds	Cash Match	In-Kind
Coordination		\$40,000	\$19,427
Education Arts Team	\$40,000		\$24,000
Hope House	\$15,000		\$11,000
Hudson Pride	\$46,000		\$24,000
New Jersey University (PEP)	\$35,000		\$24,000
NCADD-Community Prevention Education	\$27,903		
Haven Respite Adolescent Center	\$16,000		\$11,000
Covenant House	\$16,000		\$11,000
Lindsey Meyer Teen Institute	\$18,000	\$13,476	\$36,000
Hope House	\$15,000		\$11,000
Total	\$213,903	\$53,476	\$160,427

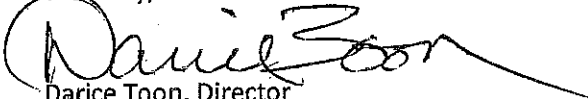
Additionally, the Jersey City Municipal Alliance Plan, for the period of July 1, 2017 – June 30, 2018, has been approved by the Governor's Council on Alcohol and Drug Abuse.

In order to formalize this approval, your Alliance will need to submit three (3) sets of the following information to Derron Palmer's attention at the above address: Annex A (Program Information), Annex B (Budget Document) and the Standard Language Document. Be advised that grant reimbursements may only be released upon receipt of the completed contract documents.

Also, quarterly programmatic and expenditure reports are due by the 15th business day following the end of each quarter. The completed expenditure reports and appropriate back-up documentation must accompany each voucher your municipality submits.

Please feel free to contact Derron Palmer at 201-369-5280, if you have any questions or require technical assistance to complete the documents.

Sincerely,

A handwritten signature in black ink, appearing to read "Darice Toon", with a large circular flourish at the beginning.

Darice Toon, Director
Department of Health and Human Services

cc: Maryanne Kelleher

Governor's Council on Alcoholism and Drug Abuse
Fiscal Grant Cycle July 2014-June 2015

**FORM 8
ALLIANCE BUDGET**

Alliance Name: Jersey City

County: Hudson

Grant Year: 7-1-17 to 6-30-18

Last Updated: 8/22/2017

PROGRAM	DEDR AWARD TOTAL			CASH MATCH	IN-KIND	PROGRAM TOTAL
Alliance Coordination	\$0.00			\$40,000.00	\$19,427.00	\$59,427.00
Educational Arts Team	\$60,000.00		\$40,000.00		24,000.00	\$64,000.00
Hope House	\$15,000.00		\$12,534.00	\$2,466.00	11,000.00	\$26,000.00
Hudson Pride	\$46,000.00		\$46,000.00		24,000.00	\$70,000.00
New Jersey University (PEP)	\$25,000.00		\$33,000.00	\$2,000.00	24,000.00	\$59,000.00
NCADD-Community Prevention Education	\$27,903.00		\$27,903.00		-	\$27,903.00
Haven Respite Adolescent Center	\$16,000.00		\$16,000.00		\$11,000.00	\$27,000.00
Covenant House	\$16,000.00		\$16,000.00		\$11,000.00	\$27,000.00
Lindsey Meyer Teen Institute	\$18,000.00		\$18,000.00	\$13,476.00	\$36,000.00	\$67,476.00
	\$0.00					\$0.00
	\$0.00					\$0.00
TOTAL EXPENSES	\$243,903.00	0.00	\$209,437.00	\$455.00	\$59,427.00	\$427,205.00

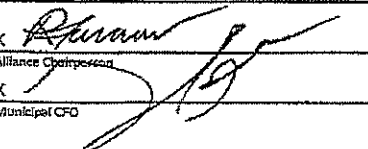
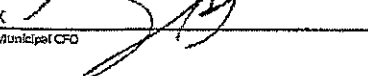
BUDGET MODIFICATION

FROM:			TO:		
Program Name	Category*	Amount Moved	Program Name	Category*	Amount Moved
Coordination	DEDR	36,000.00	Hudson Pride	DEDR	28,000.00
NCADD - TAM	DEDR	3,000.00	NCADD - CPE	DEDR	303.00
PTI	DEDR	19,303.00	Hope House	DEDR	15,000.00
PAF-COM	DEDR	35,000.00	LMTI	DEDR	18,000.00
Hudson Pride	Cash Match	28,000.00	Covenant House	DEDR	16,000.00
NCADD - CPE	In-Kind	20,000.00	Haven	DEDR	16,000.00
NCADD - TAM	In-Kind	3,000.00	LMTI	Cash Match	13,476.00
PTI	In-Kind	16,000.00	Coordination	Cash Match	14,524.00
PAF-COM	In-Kind	24,000.00	LMTI	In-Kind	36,000.00
Educational Arts Team	In-Kind	6,000.00	Hope House	In-Kind	11,000.00
			Covenant House	In-Kind	11,000.00
			Haven	In-Kind	11,000.00

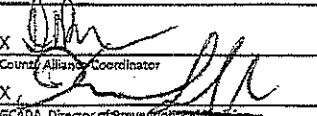

* Category must be one of the following: DEDR Personnel/Twp. Employees, DEDR Consultant, DEDR Other Direct Cost, Cash Match, or In-Kind

* Category must be one of the following: DEDR Personnel/Twp. Employees, DEDR Consultant, DEDR Other Direct Cost, Cash Match, or In-Kind

Justification: The Jersey City Alliance to Combat Alcoholism and Drug Abuse is reprogrammed \$93,303.00 in DEDR funding, \$28,000.00 in Cash Match funding, and 69,000.00 in In-kind Match Funding to various GCADA-approved programs. Please note that although the total amounts did not change there were internal budget modifications to the Educational Arts Team, NJCU, Hudson Pride and NCADD programs. With those internal budget modifications, those subcontractors are providing additional units of service.

X 
Alliance Chairperson
X 
Municipal CFO

8/23/2017
Date
8/28/17
Date

X 
County Alliance Coordinator
X 
GCADA, Director of Prevention and Training

8/24/17
Date
8/29/17
Date

** SIGNATURES ONLY REQUIRED FOR BUDGET MODIFICATION **

**COUNTY OF HUDSON
DEPARTMENT OF HEALTH AND HUMAN SERVICES
MUNICIPAL ALLIANCE
ANNEX A**

**Resolution #:
377-6-2017**

MUNICIPALITY NAME: CITY OF JERSEY CITY **ALLIANCE NAME:** JERSEY CITY MUNICIPAL ALLIANCE

PART 1: GENERAL ALLIANCE INFORMATION

SECTION 1: IDENTIFICATION

Contract Ceiling: \$213,903 Effective Dates: July 1, 2017 to June 30, 2018

Provider: City of Jersey City

Mailing Address: Jersey City Department of Health and Human Services
199 Summit Ave, Suite E-3
Jersey City, NJ 07306

Federal Identification #: N/A

Charitable Registration #: N/A

Type of Corporation: () Non-Profit () Profit (**X**) Public

Mayor: Steven M. Fulop

Official Notices relevant to this contract should be sent to:

Name: Maryanne Kelleher

Title: Alliance Coordinator

Address: 199 Summit Ave
Jersey City, NJ 07306

Email: Mkelleher@icnj.org

Telephone #: 201-547-5024

Please List Authorized Signatories for contract documents, checks, and invoices:
(Provide full name and title of each signatory)

Name: Steven M. Fulop

Title: Mayor

Name: La Vivanan Webb

Title: Supervisor of Accounts

Name: Maryanne Kelleher

Title: Alliance Coordinator

**COUNTY OF HUDSON
DEPARTMENT OF HEALTH AND HUMAN SERVICES
MUNICIPAL ALLIANCE
ANNEX A**

Resolution #:
377-6-2017

MUNICIPALITY NAME: CITY OF JERSEY CITY
ALLIANCE NAME: JERSEY CITY MUNICIPAL ALLIANCE

PART 1: GENERAL INFORMATION

SECTION 2: ESSENTIAL ALLIANCE DOCUMENTS

The following two (2) pages list the essential documents, which must be part of your official files and must be updated as they change. Please use the following numerical codes to indicate the names of each document. Documents that are followed by an asterisk must be current and submitted as a part of this contract package. If a particular document is pending, list the Anticipated Submission Date in the appropriate space.

- (1) *Document is unchanged and was submitted to Hudson County - DHHS.*
- (2) *Document is changed and attached.*
- (3) *Current document pending or not yet submitted to Hudson County - DHHS.*
- (4) *Not applicable.*

<u>Status</u>	<u>Name of Document</u>	<u>Anticipated Submission Date</u>
<u>Permanent Documents</u>		
(N/A)	Certificate of Incorporation	_____
(N/A)	Tax Exempt Certificate or Letter	_____
(N/A)	Agency Wide Organizational Chart	_____
(N/A)	Local Certificate of Occupancy	_____
(N/A)	New Jersey Certificate of Good Standing	_____
<u>Annual and Periodic Documents</u>		
(N/A)	Annual Report (if available)	_____
(N/A)	List of Names, Addresses and Terms of Current Board Members	_____
(N/A)	Current Audit	_____
(N/A)	Current IRS 990 Form (Private Non-Profit Agencies only)	_____
(N/A)	Lease or Mortgage (s)	_____
(2)	Consultant Agreement (s)	_____
(N/A)	Job Descriptions	_____
(N/A)	License to Provide Service, if necessary	_____
(N/A)	Insurance Summary	_____

COUNTY OF HUDSON
DEPARTMENT OF HEALTH AND HUMAN SERVICES
MUNICIPAL ALLIANCE
ANNEX A

Resolution #:
333-6-2016

MUNICIPALITY NAME: CITY OF JERSEY CITY ALLIANCE NAME: JERSEY CITY MUNICIPAL ALLIANCE

PART 2: PROGRAM INFORMATION

SECTION 1A: PROGRAM SUMMARY SHEET

Provide the following information for each program offered by your alliance:

Program Name: Alliance Coordination –Maryanne Kelleher

Site Address: 199 Summit Ave. Jersey City, NJ 07306

Estimated Number of Annual Sessions: 600

Program Calendar: July 1, 2017 to June 30, 2018

Hours of operation: 9am to 5pm

Target Population (specify age, demographic and geographic information): N/A

Provide a brief overview of the program: The Jersey City Department of Health and Human Services staff, namely Maryanne Kelleher and her clerical staff (to be determined) will provide (800) hours of coordination-related services that include: conducting all Alliance quarterly meetings and recording the minutes; approving all Alliance expenditures; preparing and submitting of all programmatic and fiscal reporting to the Hudson DHHS; and authoring the FY 2019 Alliance Strategic Plan and subsequent contract revisions.

Program Name: Educational Arts Team

Site Address: 300 Morris Pesin Drive, Jersey City, New Jersey 07305

Estimated Number of Annual Sessions: 228 workshops

Program Calendar: September 2017 to June 2018

Hours of operation: 9am to 5pm

Target Population (specify age, demographic and geographic information): Elementary School Students

Provide a brief overview of the program: 228 student workshops will be provided that utilize age-appropriate drama, writing, storytelling, puppetry, music, dance and visual art activities as strategies for educating Elementary School students. The main objective with respect to all content covered in each of these student workshops is to provide effective, quality substance abuse prevention and education services while decreasing the probability of problem drinking.

Program Name: Hope House

Site Address: 246 2nd St, Jersey City, NJ 07302

Estimated Number of Annual Sessions: 60 family sessions with individual follow up sessions

Program Calendar: July 1, 2017 to June 30, 2018

Hours of operation: 9am to 5pm

Target Population (specify age, demographic and geographic information): Homeless Families

Provide a brief overview of the program: Family-strengthening activities and groups that will respond to the support needs of homeless families. Skills development will focus on identifying and teaching meaningful stress management in order to enhancing coping mechanisms for the whole family; parent support and strategies to address the needs of their child/ren in the current situation and beyond; strategies to strengthen family relationships despite the current stressors, and prevention oriented sessions to help parents know how to talk with their children about drugs and alcohol, as well as the other things that parents worry about.

Program Name: Hudson Pride Connections Center

Site Address: 32 Jones St, Jersey City, New Jersey 07306

Estimated Number of Annual Sessions: 165

Program Calendar: July 1, 2017 to June 30, 2018

Hours of operation: 9am to 5pm

Target Population (specify age, demographic and geographic information): LGBTQ Community

Provide a brief overview of the program: A total of 165 interventions will be provided that includes; their in-house programs directly targeting LGBT population and their families, community workshops, street outreach and school based programs. The main objective with respect to all content covered in each of these program activities is to provide effective, quality substance abuse prevention and education services while decreasing the probability of problem drinking. This program will be specifically designed for the benefit of LGBTQ-identified residents of the City of Jersey City and Hudson County.

Program Name: New Jersey City University - Peers Educating Peers Program

Site Address: 2039 Kennedy Boulevard, Jersey City, New Jersey 07305

Estimated Number of Annual Sessions: 395 program hours

Program Calendar: July 1, 2017 to June 30, 2018

Hours of operation: 9am to 5pm

Target Population (specify age, demographic and geographic information): College Students and the community as a whole

Provide a brief overview of the program: A total of 395 programs hours will be provided consisting of workshops and interventions, that will include; their in-house activity directly targeting the college age population and their families with community workshops, street outreach and school based programs. The three components shall be: Alcohol Abuse and Prevention Workshops designed to educate college students in the reduction of alcohol and alcohol related risky behaviors; Professional Didactic Lectures (during National Collegiate Alcohol Week and Alcohol Awareness Week) on a variety of substance abuse prevention-related topics; and an Information Dissemination Campaign designed to increase the awareness of the perils of alcohol abuse and to help students make more informed decisions.

Program Name: NCADD- Community Prevention Education

Site Address: The Elementary Schools in Jersey City

Estimated Number of Annual Sessions: 120

Program Calendar: September 1, 2017 to June 30, 2018

Hours of Operation: 9am to 5pm

Target Population (specify age, demographic and geographic information): Elementary School Students

Provide a brief overview of the program: Program staff will provide 120 workshop sessions of substance abuse prevention and education consultant services; namely, evidence-based youth prevention education classes that demonstrated effectiveness in reducing underage drinking for the benefit of Elementary School Students and their parents and/or significant others.

Program Name: Haven Adolescent Community Respite Center

Site Address: 53 Duncan Ave. Apt. 21 Jersey City, NJ 07304

Estimated Number of Annual Sessions: 80

Program Calendar: July 1, 2017 to June 30, 2018

Hours of operation: 9am to 5pm

Target Population (specify age, demographic and geographic information): Residents of the Booker T. Washington Housing Development

Provide a brief overview of the program: Young men and women involved in the proposed empowerment and mentoring program will be identified by credible messengers as possessing strong influences among youth at the center of community violence and substance abuse including problem drinking. These young people will be trained in substance abuse prevention, conflict de-escalation and community empowerment techniques – transforming the way other youth view these leaders and allowing young leaders to see themselves as leaders for positive change in their communities. The outreach staff will work with the youth residing at the Booker T. Washington Housing Development on an individual and small group setting to create a specific alcohol and drug prevention strategy that will best meet their individual needs.

Program Name: Covenant House Community Outreach Program

Site Address: 330 Washington Street, Newark, NJ 07102

Estimated Number of Annual Sessions: 80

Program Calendar: July 1, 2017 to June 30, 2018

Hours of operation: 9am to 5pm

Target Population (specify age, demographic and geographic information): Homeless and runaway youth in Jersey City

Provide a brief overview of the program: The Covenant House outreach team will provide the identified program participants with health-promoting education and then connect them to needed social services to reduce harmful behaviors and/or promote healthy behaviors. The team will primarily conduct street outreach efforts in locations where they are likely to encounter homeless and runaway youth who are at risk of alcohol and substance abuse.

Program Name: Lindsey Meyer Teen Institute Workshop Series

Site Address: YMCA Camp Mason, Hardwick, NJ

Estimated Number of Annual Sessions: 50

Program Calendar: August 21 to 25, 2017

Hours of operation: 9am to 5pm

Target Population (specify age, demographic and geographic information): The high school students in Jersey City

Provide a brief overview of the program: This is a multi-day training in prevention methodology for students and adult advisors to gain information on youth alcohol access and a variety of problems related to underage drinking. The training includes prevention education workshops, networking groups, keynote presenters, action planning sessions, and a variety of other activities designed to teach High School Students effective prevention strategies (Strategic Prevention Framework/SPF Model, CADCA Strategies for Community Change) in a culturally competent manner. Those who attend will work within their community to implement one of the following community-wide projects/campaigns they receive training on: Sticker Shock, Parents Who Host and Please ID Me. Each of these targets the reduction of youth alcohol use, such as access to alcohol from local vendors or family/friends in the home. For this program, "participants" will be identified as the number of youth trained at LMTI, however their campaign is expected to impact a minimum of 500 community members.

**COUNTY OF HUDSON
DEPARTMENT OF HEALTH AND HUMAN SERVICES
MUNICIPAL ALLIANCE
ANNEX A**

Resolution #:
377-6-2017

MUNICIPALITY NAME: CITY OF JERSEY CITY ALLIANCE NAME: JERSEY CITY MUNICIPAL ALLIANCE

SECTION 4: SERVICE OUTCOMES (Attach additional pages if necessary)

For each program component please identify goals, objectives, activities, outcomes, supporting documentation and reporting timeframes using the following definitions and template. Speak to the overarching impact that services will have on recipients over a period of time that may reach beyond the contract term. Please use the form on the following page to report this information.

GOALS: Goals articulate the desired results or end point that Hudson County can expect to be achieved through the provision of contracted services. Goal statements speak to the overarching impact that services will have on recipients over a period of time that may reach beyond the contract term.

OBJECTIVES: Objectives define services in qualitative terms. They detail the purpose of program activities and impart a clear understanding of contracted services. Objectives are short term milestones to be achieved during the contract period; they are easy to understand, specific, attainable and they reflect the overarching goals of the program component.

SERVICE ACTIVITIES: Service Activities specify the tasks performed to achieve the identified goals and objectives. They reflect program operations and functionally define contracted services. All service activities are tangible, observable and measurable.

OUTCOMES: Outcomes quantify the program's impact on the target population. They are tied directly to program goals rather than to each objective or service activity. Benchmarks are established to indicate successful program performance in achieving the specified goals. Please indicate your methods for documenting progress toward your identified goals and objectives.

**COUNTY OF HUDSON
DEPARTMENT OF HEALTH AND HUMAN SERVICES
MUNICIPAL ALLIANCE
ANNEX A
SECTION 4: SERVICE OUTCOMES**

Resolution #:
377-7-2017

ALLIANCE NAME: JERSEY CITY MUNICIPAL ALLIANCE PROGRAM NAME: EDUCATIONAL ARTS TEAM

GOALS	OBJECTIVES (Including number to be served)	SERVICE ACTIVITIES	OUTCOMES	TIME FRAME
By June 30, 2018, Jersey City students (13-18) getting alcohol at home (without permission) will decrease by 10%	Annual Sessions: 228 Unduplicated Participates: 912	Program staff will provide 228 workshops of substance abuse prevention and education consultant services, namely, workshops, seminars, trainings and drug-free alternative activities for the benefit of Elementary School Students.	Based on the results of program's limited pre and post-testing; the program participant will demonstrate an increase in the knowledge and understanding of problems associated with alcohol and drug use and abuse.	July 1, 2017 to June 30, 2018

ALLIANCE NAME: JERSEY CITY MUNICIPAL ALLIANCE PROGRAM NAME: HOPE HOUSE

GOALS	OBJECTIVES (Including number to be served)	SERVICE ACTIVITIES	OUTCOMES	TIME FRAME
By June 30, 2018, Jersey City students (13-18) getting alcohol at home (without permission) will decrease by 10%	Annual Sessions: 228 Unduplicated Participates: 912	Program staff will provide 60 workshops of substance abuse prevention and education consultant services, namely, workshops, seminars, trainings and drug-free alternative activities for the benefit of homeless families.	Based on the results of program's limited pre and post-testing; the program participant will demonstrate an increase in the knowledge and understanding of problems associated with alcohol and drug use and abuse.	July 1, 2017 to June 30, 2018

ALLIANCE NAME: JERSEY CITY MUNICIPAL ALLIANCE PROGRAM NAME: HUDSON PRIDE CONNECTIONS CENTER

GOALS	OBJECTIVES (Including number to be served)	SERVICE ACTIVITIES	OUTCOMES	TIME FRAME
By June 30, 2018, the number of Jersey City alcohol-related treatment admissions in the LGTB community will decrease by 10%.	Annual Sessions: 165 workshops Unduplicated Participates: 6,160	Program staff will provide 165 workshops of substance abuse prevention and education consultant services that include but are not limited to: drug-free alternative activities, workshops, seminars, professional trainings, and an information dissemination campaigns to address the issue of problem drinking for the benefit of all residents of the LGBTQ Community.	Based on the results of program's limited pre and post-testing; the program participant will demonstrate an increase in the knowledge and understanding of problems associated with alcohol and drug use and abuse.	July 1, 2017 to June 30, 2018

ALLIANCE NAME: JERSEY CITY MUNICIPAL ALLIANCE PROGRAM NAME: NEW JERSEY CITY UNIVERSITY – PEERS EDUCATING PEERS PROGRAM

GOALS	OBJECTIVES (Including number to be served)	SERVICE ACTIVITIES	OUTCOMES	TIME FRAME
By June 30, 2018, the number of Jersey City alcohol-related treatment admissions in the college community will decrease by 10%.	Annual Sessions: 91 Unduplicated Participates: 5,000 students and community members	Program staff will provide 91 workshops of substance abuse prevention and education consultant services that include but are not limited to: drug-free alternative activities, workshops, professional didactic lectures and an information dissemination campaigns to address the issue of problem drinking for the benefit of College Students.	Based on the results of program's limited pre and post-testing; the program participant will demonstrate an increase in the knowledge and understanding of problems associated with alcohol and drug use and abuse.	July 1, 2017 to June 30, 2018

ALLIANCE NAME: JERSEY CITY MUNICIPAL ALLIANCE PROGRAM NAME: NCADD-COMMUNITY PREVENTION EDUCATION

GOALS	OBJECTIVES (Including number to be served)	SERVICE ACTIVITIES	OUTCOMES	TIME FRAME
By June 30, 2018, the number of Jersey City alcohol-related treatment admissions in the community will decrease by 10%.	Annual Sessions: 120 Unduplicated Participates: 300	Program staff will provide 120 workshops of substance abuse prevention and education consultant services; namely, evidence-based youth prevention education classes that demonstrated effectiveness in reducing underage drinking for the benefit of Elementary and High School Students	Based on the results of program's limited pre and post-testing; the program participant will demonstrate an increase in the knowledge and understanding of problems associated with alcohol and drug use and abuse.	July 1, 2017 to June 30, 2018

ALLIANCE NAME: JERSEY CITY MUNICIPAL ALLIANCE PROGRAM NAME: HAVEN ADOLESCENT COMMUNITY RESPITE CENTER

GOALS	OBJECTIVES (Including number to be served)	SERVICE ACTIVITIES	OUTCOMES	TIME FRAME
By June 30, 2018, the number of Jersey City alcohol-related treatment admissions in the community will decrease by 10%.	Annual Sessions: 80 Unduplicated Participates: 500	Program staff will provide 80 workshops of substance abuse prevention and education consultant services; namely, evidence-based youth prevention education classes that demonstrated effectiveness in reducing underage drinking for the benefit of the residents of the Booker T. Washington Housing Development	Based on the results of program's limited pre and post-testing; the program participant will demonstrate an increase in the knowledge and understanding of problems associated with alcohol and drug use and abuse.	July 1, 2017 to June 30, 2018

ALLIANCE NAME: JERSEY CITY MUNICIPAL ALLIANCE PROGRAM NAME: COVENANT HOUSE COMMUNITY OUTREACH PROGRAM

GOALS	OBJECTIVES (Including number to be served)	SERVICE ACTIVITIES	OUTCOMES	TIME FRAME
By June 30, 2018, the number of Jersey City alcohol-related treatment admissions in the community will decrease by 10%.	Annual Sessions: 60 Unduplicated Participates: 250	Program staff will provide 60 workshops of substance abuse prevention and education consultant services; namely, evidence-based youth prevention education classes that demonstrated effectiveness in reducing underage drinking for the benefit of homeless and run away youth of Jersey City.	Based on the results of program's limited pre and post-testing; the program participant will demonstrate an increase in the knowledge and understanding of problems associated with alcohol and drug use and abuse.	July 1, 2017 to June 30, 2018

ALLIANCE NAME: HOBOKEN PROGRAM NAME: LINDSEY MEYER TEEN INSTITUTE

GOALS	OBJECTIVES (Including number to be served)	SERVICE ACTIVITIES	OUTCOMES	TIME FRAME
To ameliorate the impact that problem drinking has upon the youths within the community.	Annual Sessions: 1 (week long) Unduplicated Participates: 50	A week long training in prevention methodology for students and adult advisors to gain information on youth alcohol access and a variety of problems related to underage drinking. The training includes prevention education workshops, networking groups, keynote presenters, action planning sessions, and a variety of other activities designed to teach students effective prevention strategies.	The high school students will benefit from the improved decision skills and increased awareness of substance abuse risks.	August 21 to 25, 2017

ANNEX B

Page 3 of 6

SCHEDULE A: PERSONNEL COSTS

Name of Provider: City of Jersey City			Program Name: Jersey City Municipal Alliance				
List all full and part-time paid staff, including fringe benefits. Job descriptions must be provided for all personnel whose salary is covered in whole or in-part by HHS funding.							
ATTACH ADDITIONAL SHEETS IF NEEDED							
Position Title	Incumbent Name, Vacant, or New Position	Annual Salary	Related Degrees, Licensures, Certifications	Percent of Time on Project	Funds from Health and Human Services	Cash Match	In-Kind
N/A							
Sub-Totals					\$	-	
Fringe Benefits at							
TOTAL PERSONNEL COSTS	\$				\$	-	

Note: Attach copies of job descriptions.

Resolution #
377-6-2017

Alliance: Jersey City
Amount: \$213,903

COUNTY OF HUDSON
DEPARTMENT OF HEALTH AND HUMAN SERVICES

MUNICIPAL ALLIANCE
STANDARD LANGUAGE DOCUMENT

JULY 1, 2017 – JUNE 30, 2018

**County of Hudson
Department of Human Services
Municipal Alliance**

**Attachment A
Standard Language Document**

This Agreement is effective as of the date recorded on the signature page between the County of Hudson and the City of Jersey City, here after known as PROVIDER AGENCY identified on the signature page.

Whereas, the County of Hudson has approved certain funds for the purchase of services related to the Municipal Alliance; and

Whereas, the County of Hudson (the County) has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of social service and training programs and has, in turn, designated the County Department of Health and Human Services to be directly responsible for the funding, implementation and administration of certain social service and training programs, including the program(s) covered by this contract; and

Whereas, the County desires that the PROVIDER AGENCY provide services and the PROVIDER AGENCY has agreed to provide said services, in accordance with the terms and conditions contained in this Contract;

Therefore, the Department and the PROVIDER AGENCY agree as follows:

I. Definitions

For the purposes of this document, the following terms, when capitalized, shall have meaning as stated:

Additional Named Insured means an endorsement to an insurance policy extending the coverage to the County of Hudson against loss in accordance with the terms of the policy. Naming the County of Hudson as an additional named insured permits the County to pay the premium should the named insured fail to do so.

Annex(es) means the attachment(s) to this document containing programmatic and financial information.

Contract means this document, the Annex(es), any additional appendices or attachments (including any approved assignments, subcontracts or modifications) and all supporting documents including any documents submitted by the PROVIDER AGENCY as part of their response to the Request for Proposals (RFP). The Contract constitutes the entire Agreement between the parties.

Expiration means the cessation of the Contract because its term has ended.

Notice means an official written communication between the Department and the PROVIDER AGENCY. All Notices shall be delivered in person or by certified mail, return

receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five days after being sent to the last address known by the Department.

Termination means an official cessation of this Contract, prior to the expiration of its term that results from action taken by the Department or PROVIDER AGENCY in accordance with the provisions contained in this Contract.

II. Basic Obligation of the Department

Section 2.01 Payment Payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered as established in Annex B. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex B. Total payments shall not exceed the maximum Contract amount. All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.08 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials Upon written request of the PROVIDER AGENCY, the Department shall make available to the PROVIDER AGENCY copies of federal and State regulations and other material specifically referenced in this document.

III. Basic Obligation of the PROVIDER AGENCY

Section 3.01 Contract Services The PROVIDER AGENCY shall provide services to eligible persons in accordance with all specifications contained in this Contract.

Section 3.02 Reporting The PROVIDER AGENCY shall submit to the Department programmatic and financial reports on forms provided by the Department and any additional forms that may be required to meet reporting requirements under this agreement. The report frequency and due date(s) are to be specified by the Department.

Section 3.03 Compliance with Laws The PROVIDER AGENCY agrees in the performance of this Contract to comply with all applicable Federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following: State and local laws relating to licensure; Federal and State laws relating to safeguarding of client information; the Federal Civil Rights Act of 1964 (as amended); P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts; the Federal Equal Employment Opportunity Act; Section 504 of the Federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder; the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq. Failure to comply with the laws, rules and regulation referenced above shall be grounds for Termination of this Contract for cause.

If any provision of this Contract shall conflict with any Federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or

nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Set-Off for State Tax Pursuant to N.J.S.A. 54:49-19, et. seq., and notwithstanding any provision of the law to the contrary, whenever any taxpayer (PROVIDER AGENCY), partnership or corporation under contract to provide goods or services or construction projects to the Department is entitled to payment for those goods or services at the same time a taxpayer, partner, or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount of the set-off shall not allow for the deduction of any expense or other deduction, which might be attributable to the taxpayer, partner, or shareholder subject to, set-off under this Act.

The Director of Taxation shall give notice of the set-off to the taxpayer, partner, or shareholder and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq.) to the taxpayer shall be stayed.

Section 3.05 Affirmative Action During the performance of this Contract, the PROVIDER AGENCY agrees as follows:

The PROVIDER AGENCY and its subcontractors, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability. Except with respect to affectional sexual orientation, the PROVIDER AGENCY will take to ensure that such applicants are recruited and employed.

The PROVIDER AGENCY will also take affirmative action to ensure that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The PROVIDER AGENCY agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The PROVIDER AGENCY and its subcontractors, where applicable, in all solicitations or advertisements for employees placed by or on behalf of the PROVIDER AGENCY, shall state that all qualified applicants will receive consideration for employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability.

The PROVIDER AGENCY and its subcontractors, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the PROVIDER AGENCY's commitments under this Act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The PROVIDER AGENCY and its subcontractors, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amend and supplemented from time to time.

The PROVIDER AGENCY and its subcontractors agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability, and that it will discontinue the use of any recruitment agency, which engages in direct or indirect discriminatory practices.

The PROVIDER AGENCY and its subcontractors agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

The PROVIDER AGENCY and its subcontractors agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, sex or disability, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

The PROVIDER AGENCY and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the Office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Section 3.06 Department Policies and Procedures In the administration of this Contract, the PROVIDER AGENCY shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the County of Hudson's Purchasing Procedures and Procurement Manual or as otherwise directed by the appropriate personnel of the Department. Failure to comply with these policies and procedures shall be grounds to terminate this Contract.

Section 3.07 Financial Management System The PROVIDER AGENCY's financial management system shall provide for the following:

- a) accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the PROVIDER AGENCY;
- b) records adequately identifying the source and application of all PROVIDER AGENCY funds and all funds administered by the PROVIDER AGENCY. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income;

- c) effective internal control structure over all funds, property and other assets. The PROVIDER AGENCY shall adequately safeguard all such assets and shall ensure that they used solely for authorized purposes;
- d) comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the PROVIDER AGENCY;
- e) accounting records supported by source documentation;
- f) procedures to minimize elapsed time between any advance payment issues and the disbursement of such advance funds by the PROVIDER AGENCY; and
- g) Procedures consistent with the provisions of any applicable Department policies and procedures for determining reasonableness, and whether allocation of costs under this Contract are allowed.

Section 3.08 Audit The Department requires submission of the PROVIDER AGENCY's annual organization-wide audit.

Audits shall be conducted in accordance with the Federal Single Audit Act of 1984, generally accepted auditing standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accounts and Government Auditing Standards issued by the Comptroller General of the United States.

At any time during the Contract term, the PROVIDER AGENCY's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the PROVIDER AGENCY under Section 5.02 Assignment and Subcontracts may be subject to audit by the Department, by any other appropriate unit or agency of State or federal government, and /or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final financial and compliance audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration. The PROVIDER AGENCY is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four year period, the PROVIDER AGENCY continues to be subject to such audit until it is completed and resolved.

IV. Termination

The Department may terminate or suspend this Contract in accordance with the section listed below.

Section 4.01 Termination for Convenience by the Department or PROVIDER AGENCY

The Department may terminate this Contract upon 60 days written advance notice to the other party for any reason whatsoever, including lack of funding by the Department. The PROVIDER AGENCY may terminate this Contract upon 90 days advance written notice.

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduce its allocation to the Department, the Department reserves the right, upon notice to the PROVIDER AGENCY, to reduce or terminate the Contract.

Section 4.02 Default and Termination for Cause If the PROVIDER AGENCY fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the Department may by Notice place the PROVIDER AGENCY in default status, and take any action(s) as permitted by law or regulation.

The above notwithstanding, the Department may immediately upon Notice terminate the Contract prior to expiration, in whole or in part, whenever it is determined that the PROVIDER AGENCY has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the PROVIDER AGENCY's informal review options, time frames, and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.03 Termination Settlement When a Contract is terminated, the PROVIDER AGENCY shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs, which the PROVIDER AGENCY could not reasonably avoid during the Termination process to the extent that said costs, are determined to be necessary and reasonable.

The PROVIDER AGENCY and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.08 Audit.

V. Additional Provisions

Section 5.01 Application of New Jersey Law This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.)

Section 5.02 Assignment and Subcontractors This Contract, in whole or in part, may not be assigned by the PROVIDER AGENCY or assumed by another entity for any reason, including but not limited to changes in the corporate status of the PROVIDER AGENCY, without the prior written consent of the Department. Upon prior written notice of a proposed assignment, the Department may (i) approve the assignment and continue the Contract to term; (ii) approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or (iii) disapprove the assignment and either terminate the Contract or continue the Contract with the original PROVIDER AGENCY.

Section 5.03 Client Fees Other than as provided for in the Annex (es) and/or Department specific policies, the PROVIDER AGENCY shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification The PROVIDER AGENCY shall assume all risk of a responsibility for, and agrees to indemnify, defend and hold harmless the County of Hudson and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (i) the work, service or materials provided under this Contract; or (ii) any failure to perform the PROVIDER AGENCY's obligations under this Contract or any improper or deficient performance of the PROVIDER AGENCY's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the PROVIDER AGENCY under this Contract, nor shall they be construed to relieve the PROVIDER AGENCY from any liability nor preclude the County of Hudson, its Agencies, and/or the Department from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

Section 5.05 Insurance The PROVIDER AGENCY shall maintain adequate insurance coverage. The County of Hudson shall be included as an Additional Named Insured on any insurance policy applicable to this Contract. Should the PROVIDER AGENCY fail to pay any premium on any insurance policy when due, the Department may pay the premium and, upon Notice to the PROVIDER AGENCY, reduce payment to the PROVIDER AGENCY by the amount of the premium payment.

Section 5.06 Modification and Amendments If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplement shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend, or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the PROVIDER AGENCY or any representative thereof in order to influence the awarding or administration of this Contract.

Section 5.08 Exercise of Rights A failure or a delay on the part of the Department or the PROVIDER AGENCY in exercising any right, power or privilege under this Contract shall not waive that right, power or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.09 Recognition of Cultural Sensitivity The PROVIDER AGENCY agrees in the performance of this Contract to be sensitive to the needs of the minority population of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of, the community it serves.

The PROVIDER AGENCY shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic and cultural differences. In addition, PROVIDER AGENCY shall make certain that all programs and services are reflective of the demographic needs of the community,

while providing all minorities the opportunity to experience any and all available social services irrespective of their ethnic or cultural heritage.

Section 5.10 Copyrights The Department reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use any work or materials developed under a Department or federally funded contract or subcontract. The Department also reserves the right to authorize others to reproduce, publish or otherwise use any work or materials developed under said contract and subcontract.

Section 5.11 Successor Contracts If an audit or Contract closeout reveals that the PROVIDER AGENCY has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the PROVIDER AGENCY.

Section 5.12 Sufficiency of Funds The PROVIDER AGENCY agrees that this Contract is contingent upon availability of appropriated funding and fulfillment of the following procedure(s):

A separate Contract and award letter shall be sent by the Department to the Provider prior to the effective date of the Contract. The Contract shall include the Contract term and the approved Contract reimbursable ceiling. The Contract shall be signed by the authorized Provider signatory and returned to the Department. The Contract shall not be valid or binding and no payment(s), will be approved until the Contract is properly executed.

Whenever a Contract ceiling is revised (increased or decreased) during the Contract term, a Contract Modification confirmation letter shall be prepared by the Department and signed by the authorized Provider signatory.

The Contract term and reimbursement ceiling specified in the Contract confirmation letter(s) are hereby incorporated into and made a part of this Contract.

Section 5.13 Collective Bargaining State and federal law allow employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with PROVIDER AGENCY management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the PROVIDER AGENCY during the process of collective bargaining organization.

Section 5.14 Independent Employer Status Employees of PROVIDER AGENCYS that Contract with the Department are employees of the PROVIDER AGENCY, not the State or County.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., PROVIDER AGENCYS are independent, private employers with all the rights and obligations of such, and are not political subdivisions of the Department of Health and Human Services.

As such, the PROVIDER AGENCY acknowledges that it is an independent PROVIDER AGENCY, providing services to the Department of Health and Human Services, typically through a contract-for-services agreement. As independent grant recipients, the PROVIDER AGENCY is responsible for the organization's overall function, including the overseeing and monitoring of its operations, the establishing of salary and benefit levels for its employees, and the handling of all personnel matters as the employer of its workers.

The PROVIDER AGENCY acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with PROVIDER AGENCY through regulatory oversight and ensuring contractual performance, the PROVIDER AGENCY understands that the Department is not the employer of any PROVIDER AGENCY employees.

The PROVIDER AGENCY further acknowledges that while the Department reimburses the PROVIDER AGENCY for all allowable costs under this Agreement, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which PROVIDER AGENCY may enter. Moreover, the PROVIDER AGENCY understands that it is responsible for funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 6.0 County Living Wage Ordinance Unless specifically exempted in writing by the County, the PROVIDER AGENCY recognizes the applicability of Hudson County's "Living Wage Ordinance" Resolution No. 364-6-2014, and agrees to comply with the terms of the ordinance.

Contract Signatures and Dates

The terms of this Contract have been read and understood by the persons whose signatures appear below, the parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article VI, any related Annexes, and the Parties recognize and incorporate by reference the terms of the Request for Proposals.

This contract contains 10 pages plus attachments and is the entire Agreement between the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible, the parties having made the Contract as the final and complete expression of their agreement.

As to the COUNTY:

As to the City of Jersey City:

By: _____
(Signature)

By: _____
(Signature)

Abraham Antun

Steven M. Fulop

Title: _____
County Administrator

Title: _____
Mayor

Date: _____

Date: _____

Contract Effective Date: July 1, 2017

Contract Expiration Date: June 30, 2018

Contract Number: N/A

Contract Ceiling: \$213,903

Federal ID#: N/A

Resolution of the City of Jersey City, N.J.

City Clerk File No. RES. 17-760

Agenda No. 10.2.40.

Approved: SEP 13 2017



TITLE: **A RESOLUTION URGING NEW JERSEY'S ATTORNEY GENERAL TO JOIN IN A CLASS-ACTION LAWSUIT TO RETAIN THE PROTECTIONS OF THE DEFERRED ACTION FOR CHILDHOOD ARRIVALS ("DACA") PROGRAM**

COUNCIL offered and moved for the adoption of the following resolution:

WHEREAS, on June 15, 2012 President Barack Obama signed the executive order known as the Deferred Action for Childhood Arrivals ("DACA"), creating a system to protect undocumented immigrants who arrived in the United States as children from deportation and allow them to work and obtain an education in the United States; and

WHEREAS, DACA has provided Federal protection to 22,024 undocumented individuals living in the State of New Jersey by allowing them to work and attend institutions of higher education without fear of prosecution or deportation; and

WHEREAS, these protections have improved New Jersey's economy through the creation of jobs, as more than 80 percent of DACA participants are employed, and about half of DACA participants are pursuing college degrees; and

WHEREAS, on September 05, 2017 U.S. Attorney General Jeff Sessions announced that DACA was scheduled to be terminated in March 2018, leaving over 800,000 DACA recipients nationwide unprotected against deportation and without the opportunity to advance their education; and

WHEREAS, without DACA, New Jersey's GDP could shrink by up to \$1.5 billion, as DACA participants annually earn \$66 million in taxable wages, which would result in a loss of \$21 million in tax revenue for the State of New Jersey; and

WHEREAS, following the DACA announcement by Attorney General Sessions, sixteen states have jointly filed a lawsuit against the Trump administration to reinstate DACA, arguing that the reversal of DACA demonstrates a racial bias, a clear violation of the Constitution's equal protection clause, and would constitute a massive economic loss for individual states and the federal government; and,

WHEREAS, New Jersey is not one of the sixteen states who have joined in the lawsuit to retain DACA protections, despite the empirical evidence that DACA's removal would have a direct negative economic impact on the State of New Jersey, and the overwhelming evidence that the motivation for rescinding DACA is based at least partially on overt racial bias;

NOW, THEREFORE, BE IT RESOLVED THAT the Municipal Council of the City of Jersey City does hereby urge State Attorney Christopher S. Porrino to join the lawsuit against the Trump administration to reinstate the protections of the DACA program; and

BE IT FURTHER RESOLVED, that the City Clerk will send copies of this resolution to the Offices of New Jersey Governor Christopher J. Christie and Attorney General Christopher S. Porrino.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Joanne Morahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE								9.13.17			
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**A RESOLUTION URGING NEW JERSEY'S ATTORNEY GENERAL TO JOIN
IN A CLASS-ACTION LAWSUIT TO RETAIN THE PROTECTIONS OF THE
DEFERRED ACTION FOR CHILDHOOD ARRIVALS ("DACA") PROGRAM**

Initiator


Department/Division	Council Office	
Name/Title	Rolando Lavarro	Council President
Phone/email	(201) 547 5268	RLavarro@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution urges New Jersey's Attorney general to join other states' Attorneys General in a lawsuit to prevent the termination of the DACA program.

I certify that all the facts presented herein are accurate.



Signature of Department Director

September 11, 2017

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. RES. 17-761

Agenda No. 10.2.41.

Approved: SEP 13 2017

TITLE:



A RESOLUTION URGING THE UNITED STATES FEDERAL GOVERNMENT TO MAINTAIN THE PROTECTIONS OF THE DEFERRED ACTION FOR CHILDHOOD ARRIVALS ("DACA") PROGRAM

COUNCIL offered and moved for the adoption of the following resolution:

WHEREAS, on June 15, 2012 President Barack Obama signed the executive order known as the Deferred Action for Childhood Arrivals ("DACA"), creating a system to protect undocumented immigrants who arrived in the United States as children, from deportation and allow them to work and obtain an education in the United States; and

WHEREAS, DACA has provided Federal protection to 800,000 undocumented individuals nationwide by allowing them to work and attend institutions of higher education without fear of prosecution or deportation;

WHEREAS, these protections have improved the economy through the creation of jobs, as more than 80 percent of DACA participants are employed, and about half of DACA participants are pursuing college degrees; and

WHEREAS, without DACA workers, the national Gross Domestic Product ("GDP") would be reduced by \$433 billion over the course of 10 years and mass deportation would cost the Federal Government up to \$900 billion in lost revenue over 10 years and the states with most DACA workers would experience a decline in their GDP; and

WHEREAS, if DACA protection is removed, New Jersey would lose up to \$1.5 billion in annual GDP, as DACA participants earn up to \$66 million in taxable wages, which would result in a loss of \$21 million in tax revenue for the State of New Jersey; and

WHEREAS, over the next six months, the United State House of Representatives under the leadership of Speaker Paul Ryan and the U.S. Senate under Mitch McConnell have been tasked by President Donald Trump with finding a way to protect the DACA participants that live in the United States and in the State of New Jersey;

NOW, THEREFORE, BE IT RESOLVED THAT the Municipal Council of the City of Jersey City does hereby urge the leadership of the United State House of Representatives, the United States Senate, and President Donald Trump to reinstate the protections of the DACA program; and

BE IT FURTHER RESOLVED, that the City Clerk will send copies of this resolution to the Office of the President of the United States as well as the following legislators' district offices: Senate President Mitch McConnell, Senator Robert Menendez, Senator Cory Booker, House Speaker Paul Ryan, Representative Donald Payne, Jr., and Representative Albio Sires.

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Morahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**A RESOLUTION URGING THE UNITED STATES FEDERAL
GOVERNMENT TO MAINTAIN THE PROTECTIONS OF THE DEFERRED
ACTION FOR CHILDHOOD ARRIVALS (“DACA”) PROGRAM**

Initiator

Department/Division	Council Office	
Name/Title	Rolando Lavarro	Council President
Phone/email	(201) 547 5268	RLavarro@jcij.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution urges the US Federal Government to continue to enforce the provisions of the “DACA” program, allowing undocumented immigrants who arrived in the US as children to continue to work and attend school in this country.

I certify that all the facts presented herein are accurate.



Signature of Department Director

September 11, 2017

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-762
Agenda No. 10.Z.42
Approved: SEP 13 2017
TITLE:



RESOLUTION APPOINTING MEMBERS OF THE JERSEY CITY ALLIANCE TO COMBAT ALCOHOLISM AND DRUG ABUSE (MUNICIPAL ALLIANCE COMMITTEE)

CITY COUNCIL offered and moved adoption of the following Resolution:

WHEREAS, to participate in the Governor's Alliance Network to Prevent Alcoholism and Drug Abuse, the governing body of a municipality must appoint a Municipal Alliance Committee (MAC); and

WHEREAS, the heart of each community's local prevention effort is its grass roots volunteers and representatives that form the MAC; and

WHEREAS, the MAC brings together representatives from government agencies, public and nonpublic schools, health care organizations, law enforcement agencies, business and civic groups, parents, youth and the community at large and is responsible for developing prevention programs to be implemented in their community; and

WHEREAS, the City of Jersey City's MAC is called the Jersey City Alliance to Combat Alcoholism and Drug Abuse (the "Alliance") and has been in existence for over twenty-five years providing quality substance abuse prevention and education programs for the benefit of adult and adolescent residents of the City of Jersey City ("City"); and

WHEREAS, the City enters annually into an agreement with the Alliance to provide said programs for City residents; and

WHEREAS, traditionally, the members of the Alliance have served one-year terms; and

WHEREAS, the Alliance is in agreement that their work would be more effective if they had a longer terms and are in the process of changing their by-laws and structure to reflect same; and

WHEREAS, until that change is fully-implemented, the Alliance members will serve one-year terms, which may be renewed.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Jersey City that the following individuals shall a one-year term as members of the Jersey City Alliance to Combat Alcoholism and Drug Abuse from July 2017- June 2018:

Non-Voting Members:
Councilman Rolando R. Lavarro Jr., Alliance Chairperson
Maryanne Kelleher, Alliance Coordinator
HHS Fiscal Office Staff Member
HHS Partnership Office Staff Member

Voting Members:
Rhudell Snelling, Detective, Jersey City Police Department,
Ray Ruiz, SAC Coordinator, Jersey City Public Schools,
Sandra D. Horvat, MSN, APN-BC, Clinical Assistant Professor, Saint Peter's University
Joel Torres, Senior Coordinator and Policy Advisor for the Alcohol and Drug Abuse Prevention Team (ADAPT), Jersey City Board of Education Member & Parent
Anthony Jenkins, LCADC, President, ACJ Consultants, Inc,
Helen Castillo, Executive Director, Philippine-American Friendship Committee (PAFCOM), Civic Representative

City Clerk File No. Res. 17-762Agenda No. 10.7.42 SEP 13 2017

TITLE:

**RESOLUTION APPOINTING MEMBERS OF THE JERSEY CITY ALLIANCE TO
COMBAT ALCOHOLISM AND DRUG ABUSE (MUNICIPAL ALLIANCE
COMMITTEE)**

3

Harry Melendez, Retired Director of JC Department of Health & Human Services & Representative, Local Faith Base Organization,
LaVerne Ben-Mansel, JC Resident/Private Citizen, SAMHSA Member
Larry Eccleston, Retired Director of JC Office of Senior Affairs, Older Adult Representative
Erin Delaney, MPA, HC Coalition for a Drug- Free Community,
Randy Minniear, Executive Vice President, External Affairs, CarePoint Health
Linda Ivory-Green, Director, Division of Community Health & Wellness, JC Department of Health & Human Services
 and
Elizabeth Battiston, LPC, LCADC, Coordinator, Addictions Services, Jersey City Medical Center/ RWJBarnabas Health

BD

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator_____
Corporation CounselCertification Required ☐Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

**RESOLUTION ACKNOWLEDGING MEMBERS OF THE JERSEY CITY ALLIANCE TO
COMBAT ALCOHOLISM AND DRUG ABUSE (MUNICIPAL ALLIANCE COMMITTEE)**

Initiator

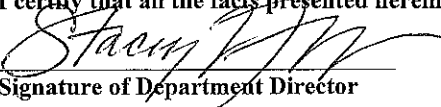
Department/Division	Health and Human Services	Director's Office
Name/Title	Stacey Flanagan	Director
Phone/email	201-547-6560	sflanagan@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Acknowledging the members of the Municipal Alliance to combat alcoholism and drug abuse.

I certify that all the facts presented herein are accurate.


Signature of Department Director

9/12/17
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. RES. 17-763

Agenda No. 10.Z.43

Approved: SEP 13 2017

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO RIEDELL SHOES INC. FOR THE PURCHASE AND DELIVERY OF VARIOUS ROLLER SKATES FOR THE DEPARTMENT OF RECREATION



COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Department of Recreation needs various roller skates;

WHEREAS, the Purchasing Director within his authority and in conformity with N.J.S.A. 40A:11-6.1(a) informally solicited five quotes, including from Riedell Shoes Inc., 122 Cannon River Avenue North, Red Wing, Minnesota 55066 in the total amount of twenty nine thousand, five hundred ninety eight dollars (\$29,598.00); and

WHEREAS, the Purchasing Director believes the proposal of Riedell Shoes Inc., attached hereto, to be the most advantageous, price and other factors considered; and

WHEREAS, the City of Jersey City ("City") is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 et seq. (Pay-to-Play Law); and

WHEREAS, the Director of the Department of Recreation has determined and certified in writing that the value of the contract will exceed \$17,500.00; and

WHEREAS, the contractor has completed and submitted a Business Entity Disclosure Certification which certifies that the contractor has not made any reportable contributions to the political candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit the contractor from making any reportable contributions during the term of the contract; and

WHEREAS, the contractor has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, the contractor has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

WHEREAS, funds in the amount of \$29,598.00 are available in the Operating Account.

<u>Account</u>	<u>PO #</u>	<u>Total Contract</u>
01-201-28-370-212	#####	\$29,598.00

(Continue on page 2)

PO 125947

(ED) 9/11/17

City Clerk File No. Res. 17-763Agenda No. 10.Z.43 SEP 13 2017

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO RIEDELL SHOES, INC. FOR THE PURCHASE AND DELIVERY OF VARIOUS ROLLER SKATES FOR THE DEPARTMENT OF RECREATION

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$29,598.00, for the purchase of roller skates is awarded to Riedell Shoes Inc.
2. The term of the contract will be completed upon the delivery of the goods and services.
3. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been performed and that the requirements of the contract met, then payment to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
4. The Business Entity Disclosure Certification, Chapter 271 Political Contribution Disclosure Certification, the Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance, and the Determination of Value Certification, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I Donna Mauer, Donna Mauer Chief Financial Officer, hereby certify that funds in the amount of \$29,598.00 are available in the Operating Account.

Account **PO #** **Total Contract**
01-201-28-370-212 ##### \$29,598.00

PO 125447

(BD)

9/11/17

Approved by: _____
Director of Purchasing, QPA, RPPO

Date

PF/pv
8/07/17

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Joanna Monahan
Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

Resolution Fact Sheet:

This summary sheet is to be attached to the front of any resolution that is submitted for the Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO RIEDELL SHOES, INC. FOR THE PURCHASE AND DELIVERY OF VARIOUS ROLLER SKATES FOR THE DEPARTMENT OF RECREATION

Project Manager

Department/Division	Recreation	
Name/Title	Kevin Williamson	
Phone/email	201-547-4537	kwilliamson@jcnj.org

Resolution Purpose

1. The purpose of this resolution is to acquire skates for use at Jersey City Ice Rink facility.
2. These skates will be rented to recoup administrative costs.

I certify that all facts presented herein are accurate


Signature of Department Director

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For instructions on completing the form, go to: <http://www.state.nj.us/divisionofpurchaseandproperty/eo1report.htm>

SECTION A - COMPANY IDENTIFICATION

1. FID, NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input checked="" type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 60
4. COMPANY NAME Riedell Skate Co.		
5. STREET 100 CANNON RIVER RD WING	CITY MINN.	STATE ZIP CODE 55066
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) NONE		
7. CHECK ONE: IS THE COMPANY <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		

Official Use Only	DATE RECEIVED	NAIAD DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Col. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	MALE					FEMALE				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers	5												
Professionals	10												
Technicians													
Sales Workers	5												
Office & Clerical	10												
Craftworkers (skilled)	30												
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment from previous report (if any)	60												
Temporary & Part-Time Employees													

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: To:		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type)	SIGNATURE	TITLE	DATE MO DAY YEAR
17. ADDRESS NO. & STREET	CITY	COUNTY	STATE ZIP CODE PHONE (AREA CODE NO. EXTENSION)

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name :

Riedell Skate Co.

Address :

122 CANNON RIVER RD Red Wing, MN 55066

Telephone No. :

651 388 8251

Contact Name :

SCOTT RIEDELMAN

Please check applicable category :

☒

Minority Owned Business (MBE)

☐

Minority & Woman Owned
Business (MWBE)

☐

Woman Owned business (WBE)

☐

Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

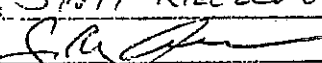
The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print):

SPOTT RIEDELMAN

Representative's Signature:



Name of Company:

RIEDEL SKATES CO.

Tel. No.:

651 388 8251

Date:

8-8-17

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121-01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title/Print: SAIT RIEELMAN
Representative's Signature: [Signature]
Name of Company: RIEELMAN SEATES CO.
Tel. No.: 651-388-8251 Date: 8-8-17

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name:	Riedel Scaffolding Co.		
Address:	122 Cannon River Rd.		
City:	Rd Wing	State:	MN Zip: 55066

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature Scott Liegelman Printed Name SCOTTLIEGELMAN Title Vice President

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.[illegible]

☐ Check here if the information is continued on subsequent page(s)

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-PAID AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (e).

Steven Fulop for Mayor 2017	Friends of Chris L. Gadsden
Lavarro for Councilman	Friends of Richard Boggiano
Friends of Joyce Watterman	Michael Yun
Friends of Daniel Rivera	Osborne for Council
Gajewski for Council	Friends of Jermaine D. Robinson

Part II - Ownership Disclosure Certification

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

Name of Stock or Shareholder	Home Address
SCOTT RIEBELMAN	410 RIEBELMAN RD WILM MN 55066
BOB RIEBELMAN	93306 280th Rd Wilm MN 55066
DAN RIEBELMAN	2575 DEER PATH RIEBELMAN MN 55066
PAUL RIEBELMAN	11025 510th AVE BAYVIEW MI 48063

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Riebelman & Sons, Inc.
 Signed: [Signature] Title: Vice President
 Print Name: SCOTT RIEBELMAN Date: 8-7-17

Subscribed and sworn before me this 07 day of August, 2017

My Commission expires:



THOMAS F. AHERN
 NOTARY PUBLIC - MINNESOTA

My Commission Expires Jan. 31, 2020

[Signature]
 (Affiant)
THOMAS F. AHERN CEO
 (Print name & title of affiant) (Corporate Seal)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Riedel Skate Co. (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Riedel Skate Co. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Riedel Skate Co.

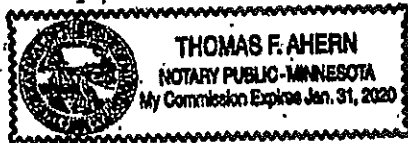
Signed: [Signature] Title: Vice President

Print Name: Scott Riedel Date: 8-7-17

Subscribed and sworn before me
this 07 day of August, 2017

My Commission expires:

[Signature]
(Affiant)
THOMAS F. AHERN CFO
(Print name & title of affiant) (Corporate Seal)



**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-764

Agenda No. 10.Z.44

Approved: SEP 13 2017

TITLE:

Commemorating the 78th Anniversary of The Katyn Forest Massacre



Council as a whole offered and moved adoption of the following resolution:

WHEREAS, in 1940, in the Katyn Forest near Smolensk, Russia, on Josef Stalin's orders, the Soviet Union N.K.V.D. secret police executed and buried in mass graves more than 20,000 Polish soldiers, officers, police officials, politicians, intellectuals, professors, priests, rabbis and many other national leaders who had been taken prisoner when the Soviet Union joined the German Nazi government in an invasion of Poland in September 1939; and

WHEREAS, in 1941, Nazi Germany invaded the Soviet Union. The Soviets switched alliances and joined with Poland. The Soviets in turn agreed to release Polish prisoners of war. At this time, the Polish government-in-exile realized a large number of prisoners of war were missing. Stalin insisted they had escaped; and

WHEREAS, on April 13, 1943, the Nazi German Army captured the area around Smolensk and discovered the mass graves and announced to the world that the Soviets were responsible for the massacre. The Soviets accused the Germans of trying to undermine the Allies and blamed the massacre on the German Nazi army. The Polish government-in-exile requested an investigation by the International Red Cross, which caused the Soviets to break their alliance with Poland and accuse Poland of treachery. In order to preserve the trilateral alliance against the German Nazis, the governments of Britain and the United States preferred to overlook the massacre; and

WHEREAS, until the end of the 1980s, the Soviet Union categorically denied its involvement in the massacre and continued to blame the massacre on the German Nazi Army. In 1989, with the collapse of the Soviet government, Soviet leader Mikhail Gorbachev finally admitted that the Soviet N.K.V.D. had executed the Polish prisoners of war, and confirmed two other burial sites similar to the site at Katyn; and

WHEREAS, a statue dedicated to the Katyn Forest Massacre is featured at Exchange Place in the downtown section of the City of Jersey City that depicts the wounds suffered by the prisoners of war and the nation of Poland; and

WHEREAS, on Sunday, September 17, 2017, the Polish American Congress, representatives of Polish veteran groups, and the Katyn Forest Massacre Memorial Committee, Inc. will hold a memorial service to honor the memory of the victims of the Katyn Massacre, the victims of the Second World War and the victims of the terrorist attacks of September 11, 2001.

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of the City of Jersey City does hereby applaud the efforts of the Polish American Congress and the Katyn Forest Massacre Memorial Committee, Inc. We urge all residents to participate in the memorial service honoring fallen heroes.

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 9.13.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

N.V.-Not Voting (Abstain)

✓ Indicates Vote

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Isidoro R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk